

Rev. O. H. York
Rodolphe Petter

[No. 3.—2D SERIES. 3000.]

Cheyennes and Arapahoes Revisited

AND A

STATEMENT

OF THEIR

AGREEMENT AND CONTRACT

WITH

ATTORNEYS.

BY C. C. PAINTER,

Washington Agent Indian Rights Association.

PUBLISHED BY

THE INDIAN RIGHTS ASSOCIATION,

NO. 1305 ARCH ST., PHILADELPHIA.

March, 1893.

*Given to me in 1893 by Rev. W. B. Voth
then Mennonite missionary in Darlington,
Okla. I was then at Cantonment, Okla.
since October 1st. 1891*

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CHEYENNES AND ARAPAHOES REVISITED.

The impression made on my mind during a visit to the Cheyenne and Arapahoe Reservation in 1891, that these Indians had retrograded since my first visit in 1887, became a confirmed assurance of certainty during my last visit, made in October and November, 1892.

The large number of hopeful beginnings at farming and house building in the immediate vicinity of the Agency made during the administration of Captain Lee, and pointed out with some degree of pride by his successor, Agent Williams, at the commencement of his term of service, seem to have been struck with blight during his administration, and presented a very sickly appearance at the time of my visit in 1890, the second year of Agent Ashley's administration, and in 1892 the last vestige, almost, of house, tepee, and farm had disappeared.

The Government, for inscrutable reasons of its own, has reserved six miles square—a whole township—immediately about the agency for its own purposes, and the Indians have been pushed off their fair beginnings back upon the unbroken prairie to take root once more. It is deplorable that the best wisdom of one Administration should seem folly to the next, which expends its energies in undoing what had been before attempted.

These Indians were found to be in a frame of mind entirely unfavorable to any immediate progress.

In 1889 they were disturbed by the fact of contracts made with lawyers by a few of their Chiefs against the wishes of the majority; excited by rumors of the coming of Commissioners for some purpose of the Government, related, doubtless, to their lands—a state of unrest favorable to a belief in and aggravated by the wild prophecies of a coming Messiah, a condition of things

which extended through the next season pending negotiations with the Commissioners who had come to deal with them for a surrender of their surplus lands; schools interrupted because the Agent and superintendents were instructed not to insist upon attendance or upon anything calculated to irritate the Indians pending these negotiations; farming operations entirely suspended, not only during the season of negotiation, but during the next season, while expecting payment of the first installment of the price agreed upon for their land, and this same condition of things projected over into the next season, intensified in its elements of excitement and ill feeling by the fact that a part of the money expected by them had been withheld by the Department to satisfy claims of the attorneys, with whom they felt they had made no agreement. This being the situation for three years, it will be readily seen that no progress whatever could be expected under such circumstances, especially as, in addition to this disturbed feeling, they were angered by the belief that no honest agreement had been made by them to dispose of their lands.

The treaty of 1867 provided that no treaty of this character would be valid unless ratified by three-fourths of the entire adult male Indians. It is understood that only three or four more than the required number of signatures were secured.

It is asserted that George Bent, who was not only interpreter for the Commissioners, but was also in the employ of the attorneys, whose fee was, in effect, contingent upon the ratification of this agreement, signed the names of quite a number of Indians without their consent. The names of pupils in the schools at Haskell and Carlisle were also appended to it. Whatever may be the facts, the Indians believed, and were irritated by the belief, that this required number of signatures had not been honestly obtained.

Many mistakes and blunders, some of them inevitable because of the rapidity with which the work of allotting lands was carried on, and some of them bearing on their face evidence of fraud, are constantly coming to light, to the great disturbance of the Indians.

The fact, also, that immediately after the ratification of this agreement, though assured by the Commissioners that its ratifica-

tion would have no relation whatever to a change in their rations, their beef was reduced one-half, bringing upon them inevitable suffering.

Under instructions from the Department, the Agent was withholding beef from those who, having children of school age, failed to put them into the schools.

All of these causes, some of them real grievances, and all of them real causes of irritation, have necessarily produced a state of mind, to say the least, not favorable to a present or immediate future progress of the Indians.

If any evidence of progress can be found, it is in the fact that new school buildings have been erected, both at the Agency and at the Cheyenne school, and the old buildings renovated and improved.

At the last place one of the most complete and perfect school buildings, perhaps, in the entire service has been built, and the old building has been converted from a rickety death trap into a commodious and comfortable school building; also a large and substantial, and in many respects admirable, school building has been erected at the Seger Colony. Great preparations have been made looking to a future work, but when you come to inquire for the work itself you find that it is as yet chiefly a hope of the future.

These schools are for the most part admirably equipped, so far as the management and teaching force are concerned, and it is to be hoped—hope for which there is good ground in the character of the employees, as also in the equipment of the schools—that when these disturbing causes have been removed, and the Indians are settled in their own allotted homes—that this educational work will be pushed forward successfully.

MISSION SCHOOLS AS AFFECTED BY GOVERNMENT POLICY.

At the time of my visit in 1887, the Mennonite school, under the superintendence of Rev. R. H. Voth, was the one hopeful feature of the work among the Indians at the Agency. There was, indeed, an excellent school at Caddo Springs, under the superintendence of Mr. and Mrs. Collins, but at the Agency the only hopeful work either as to the Agency itself, or the school, was in the Mennonite Mission. The school was full; the work excellent; the influence elevating, and every way helpful.

At the time of my visit in 1890, the school had been reduced fully one-half, and its superintendent was full of anxiety as to the outlook for his work under the policy of the Government. Under regulations of the Department he was prohibited from receiving in his school a pupil who had been connected with the Government school. No such prohibition was put upon the Government schools as to his pupils. This, it will be remembered, was not a contract school, but a purely mission school. It was handicapped by these regulations; prevented from entering into free competition with the Government schools for pupils, and the whole influence of the Government was such as to impress the Indians with the belief that the "Great Father" did not wish his "red children" to attend the mission.

On visiting the mission one Sabbath morning in October last, I found the school was almost extinguished, there being only seven or eight pupils in the chapel. Whether wise or otherwise, this policy of the Government, if pursued in the future, will inevitably result in the crushing out of all mission-school work among the Indians.

Whether the religious influence deemed essential to Indian civilization can be secured and made a permanent factor in purely governmental work, the force being selected, as it will be, through civil service examinations, is not, perhaps, an open question. There is no security that it will be; there is no reason to hope that it will be.

This tendency, so strongly illustrated by the facts in the case of this Mennonite mission, connected with the fact that at Anadarko, since my first visit, there have been established some four mission schools, gave rise to questionings as to the meaning and probable outcome of this conflict, so far as school work is concerned, between the Bureau and the religious societies.

Another fact, painful in many respects, discouraging to those who are forced to acknowledge it in anything like its full proportions, is the apparent, if not real, loss which follows upon the return of students from the Eastern schools to the reservation. We may minimize, as much as a regard for truth will allow, this loss; we may dwell upon, with what satisfaction we can, the real gain to the students and to the tribes of this educational work, yet the fact remains that these students are subjected to a

tremendous strain which is cruel to those who are called to endure it, and one under which many, for a time at least, fail, and one which ought, if possible, to be reduced to the smallest possible dimensions.

It occurred to me, inasmuch as the Government is shutting off the missions from this work among the children of the camp, that they could, with great advantage, and perhaps with the highest success, turn their attention to the conservation of the work done in the education of these pupils in the Eastern and other schools off the reservation. Why should they not open a home to which it is understood these pupils can go when their school life is closed? Why should not the Government give to these missions a sufficiency of land, which, under wise supervision, and the labor of educated youth, should contribute to, if not actually meet, the expense of such a home. Here the returned girl could live protected until the question of her marriage (in some cases she comes home already sold to a husband, and if she goes to the tepee, the contract will be enforced) has been settled; where all can have a home until a new one has been built upon their own allotted land.

It strikes me that nothing better, even if the missions had unimpeded access to all avenues of usefulness, could be attempted by them—nothing more full of promise with reference to the elevation of these people.

SEGER COLONY.

It was with great pleasure I visited again the Seger colony. The history of this enterprise I have told, at some length, in a previous report.

Notwithstanding the many vicissitudes through which it has passed, the many, and to any one else but Mr. Seger, insuperable obstacles which it has overcome, it has had a steady development; but, if fully told, its history would be a severe commentary on the adaptation of Bureau work, even in good hands, to the accomplishment of Indian civilization.

It is gratifying to know that at last Mr. Seger has a roof over his head, and is no longer forced to sleep under the open sky.

His long delayed hope for a school has been more largely realized than he deemed it wise to undertake, more largely than

he desired. He says that the condition of his Indians is not so good in some respects as three years ago, owing to the disturbing causes which have been mentioned, but now, with these questions, many of them, settled, and with time as a soothing element in the cases of irritation, he is full of hope as to the future.

At a meeting of the Indians in the school-room, on Sunday evening, at the time of my visit, I had the pleasure of talking with them in regard to the future which is opened to them under the severalty law and citizenship. It is evident that they are full of anxieties and doubts, but are adjusting themselves to the ideas, so new to them, of citizenship with its consequent duties and privileges as rapidly as could be expected.

ALLOTMENTS OF LAND—WRONGS AND DANGERS.

The friends of the Indians who originated and urged to its passage the severalty bill apprehended certain dangers against which they sought to protect those who would be affected by the measure. It was provided that allotments should be made only to Indians living on agricultural lands, who were so far advanced in civilization that land in severalty was necessary for their further progress, and who, because of this, were also qualified, in a degree, to assume the duties of citizenship.

It was also wisely provided that when this work should be begun with any tribe, at least four years should be allowed, in which the ignorant and non-progressive might adjust themselves to the idea, so new to them, of individual ownership, and should have time, under the wise guidance of a good allotting agent, to make selections, not with reference to the old Indian ideas which had hitherto controlled in the selection of homes, but with reference to the fact that, in the future, they were to make their living on the land selected.

These wise provisions of the law have been violated in the allotment of lands to these Indians. The opening up of this reservation has been dictated entirely by the desire of white men. The work has been urged with a fatal celerity, and has been performed by men, to a considerable extent, who ought never to have been selected for such work. A few cases illustrative must suffice.

Years ago, a group of families selected land about a valuable spring; built upon it; brought some of it under cultivation,

and asked that it be allotted to them as their permanent home. The allotting agents did allot it to them, but when the maps were sent out preparatory to the opening up of the country to settlement, these selections, the sections and quarter sections selected by them, were found to be vacant, while the Indians were assigned to lands six miles distant. Of course, the selections made by them were at once filed upon and entered by whites.

It is claimed that it was a clerical mistake. Several circumstances excite doubt as to the fact of its being simply a mistake. It was a mistake, at any rate, under very peculiar circumstances. In the first place, the lands they had selected were near to a town site; they were very fertile and valuable lands, and the spring one of unusual value. It so *happened* that exactly the corresponding sections and quarter sections on which these Indians were located by mistake in another township had not been assigned to any one else, so that it was impossible for the Land Office to discover the mistake.

It is asserted that one of the allotting agents offered one of the Indians quite a large sum of money if he would induce the Indians to make a different selection. One would naturally suppose that such a mistake as this would be corrected at once in the Land Office. At the time of my visit the Agent had been instructed to estimate the value of the improvements the Indians had made on the land before the white men entered it, and discussions have been gravely had, and arguments entertained, as to the propriety of canceling the filings of these men, inasmuch as they went on to the land in perfectly good faith. What the decision may finally be, for it is not yet decided, though months of anxious apprehension on the part of the Indians have passed, cannot be foretold.

A fruitful cause of discontent, and possible cause of conflict with whites, grows out of a ruling of the Department that no allotments should be made to Indians who were living when the agreement was made, but who died before the land was allotted. The allotting agents took what I deemed to be the correct ground, and allotted to all who were living at the time the agreement was signed.

Cases like this occur: An Indian received his allotment, and a certificate from the allotting agents to this effect, for himself,

wife, and three children. His boundaries were pointed out to him. One of the children, to whom 160 acres was thus allotted, had died. This fact, of course, was noted on the plats sent in by the allotting agents. The Department took the ground that they were making allotments to living, and not to dead Indians, and, of course, this allotment was stricken out, and the maps sent out showed the land as vacant. White men now have entered this land which the Indian certificate shows belongs to him as heir of his dead child. He cannot understand it; thinks his white neighbor is stealing from him, or that if he has, under the law, a right to take that land, he has been defrauded by the Government.

The Agent informed me that scarce a day passes when some case of injustice, or wrong, or mistake, fruitful of ill feeling and trouble, does not come to his attention.

THE INDIANS' NEW MESSIAH.

INTERVIEW WITH SITTING BULL.

I had a long and interesting talk with Sitting Bull, prophet of the new Messiah from the North to the Indians of this part of the country, who came here nearly three years since with messages which set these people to dancing, and kindled the wildest hopes in their hearts. I saw them two years ago when the excitement was highest. It was a weird and most pathetic sight I witnessed one moonlight night, that of a hundred or more men, women, and children, clad in white—hence the name of "Ghost Dance,"—dancing to their own monotonous song, which was a prayer, until some would fall to the ground in a state of collapse, much like that I have often witnessed among the negroes of the South in times of intense religious excitement. Christ had sent them word that He was coming to them. He once came to the whites and they had killed Him. Now He would come to them. He would wave His hand over the earth and the whites, with all their cities, towns, cultivated fields—all their aggressive civilization—would be buried out of sight. The good Indians, long since and recently dead, would come to life, the buffalo would cover the prairies again, and the good old days would be restored.

Under the delirium of this wild hope they danced and sang and prayed, until many of them would fall to the ground in a kind of trance in which they saw visions of what had been promised. Mothers who had been wailing at the graves of buried children were assured that soon they would clasp them in their arms and see them playing about their tents, never again to hunger for lack of buffalo and venison.

It is not to be wondered at that the dance should engage all their energies, as it was at once the command of the prophet, and the most devout, continued, and earnest prayer of the worshiper.

In all this there was no threat or danger of outbreak, for explicit as was the assurance that the whites were to be destroyed was also the command that they were to do no violence themselves, even if they were wronged by those who were doomed to speedy destruction.

Again and again, many times, the date of this overthrow and deliverance has been fixed, and as often have the Indians been disappointed. So contagious was this hope that it became almost universal; few, even, of those who were educated, failed to be swept away by it. Mr. John H. Seger, superintendent of the school just established at the Seger colony, who has been among them for many years, and has their confidence as few men have been able to gain it, called those together who are under his care to talk the matter over. He read to them a long letter from Captain Lee, at one time their much beloved Agent, written from the region where the Messiah is reputed to have been seen, in which he explained "that a man had appeared, some time since, who claimed to be all that his prophets have said of him, and produced a great excitement for a time, but, when it was found that he was insane, the excitement had died out among all who knew the facts, and it was only in more distant places that it was still believed that Christ had really come or had promised to come." The letter went on to tell what disasters had come to the Indians through this craze, and closed by saying, if any of the Indians, after hearing this letter, believe that their old friend (the Captain) has not told the truth about the matter, he never wanted that Indian to say again, "Captain Lee was my Agent and friend." Mr. Seger then asked all who believed the Captain to stand up. There were present quite a number of

returned Carlisle and Haskell students, two of them educated as ministers. Only one Indian stood up, and that was Big Nose, a camp Indian, since dead, whose son had died some months before a Christian believer, to whom Big Nose made the promise that he would take the white man's Christ as his.

After these many disappointments, and all the disaster that has come upon them, it is not strange that there have been murmurs of doubt and discontent. It has been remarked by some that Sitting Bull has not been indifferent to his material welfare. That the ponies which have been given him freely he has been wise enough to exchange for silver dollars when the others have had them, as when they received payment for their lands recently, and with these dollars he was shrewdly seeking to purchase cattle. While he taught them that they needed none of these things, because they would soon have all the country, and it would abound in buffalo, he was not indifferent about herds of cattle.

It has been necessary, therefore, that he should have some new message from the great prophet in Nevada, who seems to have access to the Messiah. He proposed recently to go and hear what Prophet Wilson had to say, and some of the others thought best to go with him. It, therefore, added greatly to my desire to talk with him that he had just come back with the latest messages to the people.

In answer to my question, he said in effect, "May be so Christ come in four years: may be so not. Tell Indians take their land, raise crops, put children in school, learn white man's road. If Christ come in four years, all right, Indians better off; if not come, Indians better off."

He impressed me as sincere and honest in his belief, and also as a very shrewd fellow, who meant to be in good shape whichever way it turned out. It would do him no harm to have cattle as long as there was delay in the coming of Christ; if they were destroyed along with the white man's herds, the transition to buffalo would not be a great hardship, and assuredly if there was a mistake about His coming, he would be well along the white man's road, if that is to be the road he must travel.

I told him that many times and in many parts of the world white men and others had believed that Christ was coming on

some particular day. They had thrown away, or given away, their property ; had dressed in white robes to meet Him, and sang and prayed until they did themselves great harm, but they had been disappointed. That no man knew when He would come ; that Christ said He did not know ; that He was now coming to men, and tribes, and nations ; that He came to men who received His spirit and did His will. " I came here five years ago and I found just up there in that field some men and women to whom Christ had come ; they took their money and built those houses you see there ; they were giving their lives to keep your people ; they had that school-house full of Indian boys and girls and were doing them good. I went there yesterday and found only five or six children. What has become of them ?

" The Government has done many cruel and wrong things, but the people to whom Christ has come have caused it to put up school-houses, and send teachers, and give much money, that your children may be made wise and good, but they are not in school ; the teachers are hunting for children and cannot get them. The man who knows nothing is like an animal ; the man who knows much and is bad, is like a devil. It is the one who is wise, and has the Christ spirit, that is a Son of God. You are looking for Christ to come, and you are dancing, and the children are out of school, dirty and hungry and ignorant. Christ is coming to you in these schools, and you don't find Him. What has become of the Indians who had fields all about here five years ago ? They have gone back very much ; they have been dancing and going back all the while."

He replied, truthfully, that it was not wholly due to the dances that the Indians had raised no crops during the past three years. Two seasons they have been kept about the Agency by the Commissioners, who wanted to buy their land, and last season were kept about it by the special agent sent out to make payment for the land, the Indians refusing to take their money because it was \$67,500 short.

Sitting Bull promised that during the season for plowing, planting, and harvesting there should be no dances to interfere with work, and that he would use all his influence to get the children in school.

He came to the hotel in a two-seated covered carriage, a good

span of ponies, with his two wives, for dinner. I said I did not know what his Christ taught, but mine did not permit a man to have more than one wife. He smiled as he said that he had said nothing on that point. It was suggested that these Indians are now citizens and come under the laws of the Territory, and he might get into trouble; that the descent of property would now be according to the white man's laws, and not after Indian regulations, and he had best act accordingly. He said, in conclusion, that he was having the Bible read to him; that he was comparing what the white man's Christ taught with this Christ who had promised to come to the Indians; that he wanted to know the right way; that he worshiped the one God, and was glad for what I had told him.

It seems probable that he has found that he has himself been deceived, or that he cannot deceive the people much longer, and has hopes of being their leader only as he may change his teaching.* If he is sincere in what he said, the end of this craze seems near. That he gave the message as received from the Nevada prophet, is fully confirmed by the other Indians who went with him.

November 8th was an important day in the history of these people, as for the first time they exercised the right of voting. One of them, Bobby Burns, was on the Republican ticket for Register of Deeds, and would doubtless have been elected had that ticket succeeded, as he is recognized as fully competent and is regarded as every way worthy. The Indians have been greatly disturbed and almost distracted by the candidates. The Republicans killed two beeves for them. The Democrats went one better, and gave them three. The Republicans told them Grover Cleveland, the great Democrat, canceled their leases with the cattlemen and took away from them many thousands of dollars.

* When the Indians were debating whether or not to sign the recent agreement under which they sold their land, Left Hand, the head Chief of the Arapahoes, took Sitting Bull aside and asked his advice, saying that he would do just as he advised. Sitting Bull said: "If I were in your place I would sign. Get what you can from the whites for the land and let it go. Soon the Messiah will come, the whites will perish, and the land will be yours again." Left Hand immediately went in and signed the agreement, and this decided its fate.

The Democrats told them that it was Harrison who forced them to sell their land and take allotments; then took a heap of their money and gave it to lawyers; and then cut off half of their beef, when he had promised that he would not do it if they would sell their land; and so "Poor Lo" is quite at a loss to know which are the biggest rascals, or why he should vote for either party, and comparatively few did vote at this election.

KIOWAS, COMANCHES, WICHITAS, ETC.

From Seger colony to the Agency at Anadarko our road led through the Wichita and Caddo country. Five years ago the Wichitas and Caddoes had extensive corn fields, enclosed with high fences—I have never seen better—and large herds of cattle. Their houses were neat and comfortable. The traders' cribs at the Agency were many and large, and in the season full of corn sold them by these Indians. Last year there was but little corn brought in, and this year scarce a single load. This has, by some, been attributed to the fact that they have given themselves up to ghost dances. This has been true as a fact, but is not true as the cause of their backward movement. They have danced because the necessity of labor has been to a demoralizing extent taken from them. Unfortunately, they were associated, in Agency control, with the Kiowas and Comanches, who drew large rations, and it was not thought advisable to issue to two of the tribes under the Agent, and not to the others, and so the sad decline of these people began with this policy, and has continued with most disastrous results to the present time. Everywhere are evidences of demoralization and retrogression. The same is true among the Kiowas and Comanches to a less extent only because they had never reached that degree of progress attained by the Caddoes.

The hopeful beginnings seen at many points under Agent Hall have now mostly disappeared.

Soon after my visit in 1887 the Department began, at the instigation of the incompetent clerk forced upon the Agent, a determined attack upon Agent Hall. The affairs of the Agency were put into the hands of a conceited Special Agent, who knew nothing of business, but had the ambition to be accounted a dreadful fellow to hunt down thieves. Hall was prosecuted

and persecuted, and finally broken up in suits, which the Government finally dismissed, and the affairs of the Agency were brought into a muddle which no one seems to have wisdom to settle, and the Special Agent, though long out of the service, has yet hanging over him heavy liabilities.

Hall had no head for financial matters, and his clerk had none for anything but a determination to ruin Hall; who objected to him as clerk, and so the Agency, the Indians, and the community were kept in a demoralized state of excitement, and the belief could easily gain credence among those whose civilization was the avowed purpose of this fighting governmental force that all connected with it were thieves and scoundrels.

My own opinion is, Hall carried out the instructions of President Cleveland with reference to the ejectment of cattlemen, followed them up and compelled them to pay for trespassing on the Reservation with too great zeal and efficiency to please the Indian Bureau, which, under the instigations of these aggrieved individuals, hounded him out of the service on charges they failed to make good in court.

From all I could learn, the present Administration has been no more fortunate in its Agent, until the present one came in, than was the last in those sent to succeed Agent Hall. Causes are not far to seek for the fact that these Indians have not made more progress—why they have, in fact, gone back. But in addition to such as have been hinted at, they have been and still are agitated by questions growing out of the sale of their lands.

At the time of my visit the Cherokee Commissioners had just concluded their labors and had secured an agreement with them—the Kiowas and Comanches—for a cession of their surplus land over and above what is needed for allotments. For this they are to receive \$2,000,000 and the privilege, at expense of the Government, of sending a delegation to Congress to have it increased to \$2,500,000. Of course, this last is a palpable fraud upon them, as the Commissioners well knew Congress would give what the Indians had agreed to take, and not what they hoped to get, and yet it was this delusive hope which induced them to sign.

Treaties might not be so easily made on the simple basis of truth and fair dealing, but when made would leave a less strong

impression of deceit and unfairness on the minds of those with whom they are negotiated, while the paltry sums saved by cunning are often swallowed up in the expense of a war growing out of the aggrieved sense of wrong which has been engendered.

These Commissioners are doubtless honorable gentlemen, and meant fairly to represent the honor and majesty of our great Government, at least so far as it is incumbent upon us to show honor in dealing with Indians. They doubtless also represented our National purpose of getting land from the Indians cheaply as possible, and also vindicated their own reputation as skillful diplomats in managing these cunning children of the plains.

It is painful, nevertheless, to hear of some of their methods of doing this. At Darlington they thought it wise to have a meeting of the educated Indians and gain their influence. The young men selected Robert Burns, a Carlisle boy, and a clerk in the Agent's office, to be their spokesman. After the chairman of the Commission had spoken, Burns began to call their attention to promises made in former treaties which had not been fulfilled. He was stopped at once, his statements contradicted, and he told to sit down. Burns said he would show them the treaty with its unfulfilled promises. He was then told by the Chairman that the Commissioners did not come here to talk with him, but with chiefs, and then broke up the conference which themselves had sought. But he did not stop at this. He went to the Agent's office and demanded that Burns be dismissed from his position as clerk, also telegraphed to the Department asking that it be done.

He also demanded that Tall Bull, Chief of Police, be dismissed from his position because he did not actively work for the agreement proposed; there was no claim that he worked against it, which he certainly had a right to do, if he did not think it good for his people.

One of the Indian scouts, Chester A. Arthur, was told that he should have his "stripes taken off his shoulder" if he did not use his influence with the other scouts to sign the agreement, they having eaten the feast given them by the Commissioners, while they yet refused their signatures.

It was felt to be the duty of the Commission to secure, at the lowest possible figure, and by whatever means, a release of the

land claimed by or belonging to the Indians, notwithstanding the ignorance and confiding trustfulness with which they accepted whatever they told them, of which chairman Jerome spoke at a hearing before the two Committees on Indian Affairs recently.

When they reached Anadarko, there appeared also a certain John T. Hill, with, it is said, a letter from the Honorable Secretary of the Interior to the Agent. He is the same Hill who worked up the Kickapoos to sell their valuable lands for a mere pittance—a small fraction of what was given other Indians for much poorer land—and who claims something more than \$5000 from them for his service.

The Commissioners disclaimed any connection with him, but everywhere they went this Hill was sure to go. He was very busy with the Indians and chummy with the Commissioners.

The following letter from an officer at Fort Sill tells some facts which throw light on his purpose:—

“FORT SILL, O. T., January 4, 1893.

“PROF. C. C. PAINTER,

“*Dear Sir*—Your letter of the 27th has been at hand several days, and I have been talking to some Indians in order to make certain of several points. Concerning the lawyer question here—Quanah and Hill together brought a man by the name of Asp from Guthrie who represented himself as a lawyer, and proposed to take the case of the Indians against the Commission for seven per cent. of the money they should receive from the sale of their surplus lands, which (as they had already received an offer of two million dollars) would amount at least to \$140,000. This was told to me one afternoon by Comolty (Big Head), one of the Kiowa chiefs, who seemed much in favor of it. That night I told my Kiowa, Sergeant Tahbone, or I-see, not to have anything to do with that lawyer, as it was an effort to make a steal similar to that at the Cheyenne Agency. He told me that three men had been appointed who could speak English to act as a committee and confer with the lawyer as to the advisability of accepting his proposition, viz., Joshua Givens, Samuel A-torn, and Howard Chaw-lip. He went down to his camp and told the Kiowa chiefs what I had said to him, and the next morning they came up to my office, in order to hear directly what I had said to the Sergeant, and there were present Lone Waif, Big Tree, Comality, Stumbling Bear, Frizzle Head, Poor Buffalo, Howling Wolf, and a number of soldiers (Indians), besides my First Sergeant. I told them that if they really wanted a

lawyer to assist them against the Commission (which I doubted) that they ought not to pay him out of the money realized from the sale of their lands, as he would be obliged to sell them out before getting his pay; another thing, if they should do this, that they had already received an offer of two millions without his assistance, and he would be entitled to only a per centum of the money received above this amount, and, besides, they ought not to retain any obscure man whom nobody but Hill had any knowledge of, and as they had asked my advice, it was that when it became necessary to get a lawyer that they should go to their Agent and ask him to retain a dollar a head from their grass money, which would amount to \$2800 or \$3000, and get such a man as ex-Governor Throckmorton, of Texas—a man personally interested in their welfare, of known ability and integrity, and having a national reputation, and pay him that money to act for them.

“While I was still talking, Joshua Givens came in and stated that the committee above mentioned had had a conference with Hill and Asp at Quinette’s store in Mr. Q.’s absence East, and Hill had urged the acceptance of Asp on the committee, saying that if it went through (seven per cent.) it would mean \$6000 for Joshua and \$5000 to each of the other members. That Quanah, Lone Wolf, and Tabenanaka had been fixed (with money promised) and their influence secured. Lone Wolf sat there and did not deny the truth of this. He was asked if it was so, and nodded his head in assent. I then explained to them all the inequity of the scheme for taking bread out of the mouths of the women and children, and they declared they would have nothing to do with it, and Sergeant Tahbone, who went with them from my office to the Council, told me that afternoon at “Stables” that they had “thrown that lawyer away,” and it was said he left the post that day. The substance of the above facts can be proved by sworn testimony of Givens, Sergeant Tahbone, Aitsan, Poor Buffalo, Frizzle Head, and my own testimony, and my First Sergeant’s (white).

“I can testify also that Mrs. E. Smith told me that she had been hired by Hill as an interpreter for him, and was paid therefor by King, the Secretary of the Commission, and in all probability she would testify to the same thing herself, if asked to do it.

“Not long ago Quanah pulled out for Washington, and no one here knows his object. He was seen there with Hill and the agent by an officer from this post on leave, and they were all very uncomfortable as long as the officer remained there, and made it so manifest that the officer got up and left them in a much shorter while than he would otherwise have done. The newspaper accounts received here say that the bill to open this reservation has been sent to Congress (an omnibus bill) joined

with several other reservations, and an attempt will be made at once to pass it with the proviso that the money is to be paid (to the Indians) out of the sale of land to settlers when received from them. The terms of the contract, as read here, will not admit of this. The Commission promised the Indians that any grass leases in operation at the time of ratification should be allowed to run on until the expiration of time mentioned in the lease; also, that ninety days after ratification a certain amount of money should be paid to the Indians; a certain other amount after the expiration of another specified period, etc., and \$1,500,000 be put at five per cent. interest.

"As I told you at Reno, these Indians are making a rapid progress, building houses, breaking up land, etc., and if allowed to remain as they are for several years longer, they can probably, if they have a good Agent, and progress at their present rate, be in a condition to sell their lands with advantage to themselves; but, if they are compelled to sell now (especially against the will of the Kiowas, who say they have been deceived by the Commission's interpreter), it will be a great disaster for them, and, in my estimation, ruin the rising generation for all time.

"If you should have occasion to look at the contract made here by the Cherokee Commission, I would like you to note Hill's name is in it, or was when the contract was here, for services rendered to the Kiowas and Comanches. What these services can be everybody here is at a loss to determine, for no one ever saw Hill here before the Commission came. It would be a good thing if he were made to show up the particular services, also, which would entitle him to \$5000 of the Kickapoos' money — \$5000 worth of services ought to be so eminent that it could be no trouble to him to prove them.

"Although I am a Republican, I shall be glad of the Democrats' success, if it shall result in the exposure and the kicking out of the favor of the Interior Department of that man Hill.

"I think the above contains about all covering the points you asked for: if it is not clear in any respect, I will be glad to tell you anything I can to get justice done for these people.

"Very respectfully, yours, etc.,
"H. L. SORTT."

In this connection, and as throwing some additional light on this matter, the statement of a United States Senator that this man Hill was introduced to him by the Chairman of the Commission as a straight man, who had been of great service to the Indians in making their agreement, and ought to be paid a suitable recompense from their funds, is important. This must mean that he had been helpful to the Commissioners in getting the

Indians to sign the agreement, for certainly they would not confess that but for his influence with *them* they would not have agreed to pay the Indians so much for their land as they agreed to pay.

TIME SHOULD BE GIVEN FOR ALLOTMENT.

It is earnestly to be hoped, now that these Indians agree to take allotments and sell their surplus, that at least four years will be given in which to do it. It cannot be done with any degree of safety to the Indians in less time than this, and there is no particular political advantage to be gained by doing it now, as there was a few months since, when the boast could be made that so many millions of acres had been thrown open to settlers ; and it is just as important that those seeking homes a few years hence shall find them, as that the present generation shall.

It is almost about time that the farce of making treaties or bargains with Indians, as we have been making them, should cease ; agreements in which the shrewdness and power of the one party is subsidized and put over against the confiding ignorance of the other, and, this failing, utilizing the greed of unscrupulous middlemen, who bribe the purchasable ones to sell out the reluctant ones in contracts which are binding when ratified by the party determined to accomplish its end ; time, too, to refrain from the added injustice of compelling those thus wronged to pay the agents who have wronged them.

SCHOOLS, NEW AND OLD.

When at Fort Sill, five years ago, the Agent and I looked for a suitable location for a new school for the Indians near that place. It is gratifying to find that such a school has just been built, and very near the exact spot we had selected. Three houses, two of stone and one of wood, with stables, laundry, store-room, etc., are nearly completed, and about forty girls—the boys' dormitory was not ready—were in attendance, and Mr. Haddon, who was the one competent school man on the Reservation in charge of the Wichita school in 1887, is now superintendent of this school.

It would seem, after all the experience the Bureau has had, that such blunders as have been made both at this and the

Seger school ought not to have been made in the erection of school buildings.

A given amount of money is appropriated for school buildings. Such a building as that amount of money will build, as a complete plant, should be planned. But so much money is put into walls and roof that there is none left for many things absolutely necessary for a school, that it is ever after crippled, and the work handicapped.

The Kiowa school, after the twenty years, more or less, it has stood, is still the incomplete, inconvenient death-trap it has always been—no bath-rooms, no suitable laundry, no suitable accommodations for teachers. During all these years, winter or summer, water must be drawn with great trouble and expense. Whether to tear it down and build elsewhere is the unsettled question passed from one administration to another, but the house still stands, surrounded on three sides by an old malarial, fever-breeding bed of the river: Children may come and children may go—if out to the cemetery, what great odds!—but it smells on forever. It is not furnished with needed appliances because it ought to be torn down; it is not torn down because it is too valuable to abandon.

There is in charge of it a fairly competent teaching force, and the school was rallying somewhat from the blow it received last year through the prevalence of measles, from which it is said many children died, resulting in a disbandment of the school for a time; a condition of affairs bad enough in itself, but greatly aggravated by a quarrel between the Superintendent, since transferred to a school in Idaho, and the Doctor as to the extent and limitations of their respective jurisdictions and authority.

As to the relative merits and rights of the two officials in this controversy, I know not—it would be an easier task to speak of the *demerits* and *wrongs* of the whole affair—but the evidence of those on the ground now, who were acquainted with the facts at the time, is clearly against the Superintendent; and there is a strong feeling that the principal teacher was hardly dealt with by the Department, in that he was dropped, on the recommendation of the Superintendent then in charge, only because he did not favor his side of the quarrel as against the Doctor, though he stood aloof from the quarrel so far as possible.

The charge of *inefficiency* against him, it would seem, ought to have made the Commissioner sufficiently cautious to make further inquiries, as the Superintendent had protested against his transfer, some time before this, to another school, because he could not spare him.

The teaching work at the Wichita school was crippled at the time of my visit by the sickness of one of the teachers, while the other had to look after both rooms. The school, both inside and out, gave evidence of being under competent control, but my visit was too brief to justify a decided opinion.

Since my visit in 1887 there have been started some four different missions among the Indians under this Agency, also a new Government school some four miles distant from the Agency.

I visited only the Catholic school, which had just opened, and was much pleased with all I saw. There were only a few girls as yet; the building for boys has not been erected. Among the girls was one whose head indicated that she was "foolish." The "Father" told me that she was buried with her mother because foolish, but the grandmother raised such a "howl," the Indians were forced to dig her up, and now she and the grandmother have a home in the school.

Whether this mission will experience the same trouble as has the Mennonite school at Darlington, remains to be seen, but I am satisfied that it and the others can with great usefulness turn its attention to the returned pupils.

CIVIL SERVICE AND THE INDIAN WORK.

It is too soon, and my observations were too limited, for a decided opinion as to the effect upon the school work to be expected from an application to it of the civil service reform rules. I had opportunity, however, to observe a few facts, and, as my judgment was fully confirmed by Supervisor Richardson, it may be given for what it is worth.

As compared with the old plan of filling these positions with persons who have been useful to some Congressman, and because he demands it, there is no room to doubt that advance, by an almost infinite distance, has been made. Whether it is the ideal method may be open to some question. If we can have the spirit of this reform without its bondage, it will be better, I think;

but, whether we can get the *spirit* *without the letter* is also debatable. My apprehension is that teachers who can pass examinations, and have additional qualities which rank them as first class, will not leave the positions they have, and be at the trouble to find the examiners and pass an examination, and take their chances for an appointment. A class of teachers who also can pass, but are deficient in other qualities which insure success, will be the ones who will apply, because, for the most part, they are not employed.

If a certificate from the School Board of the city or town in which they live could be substituted for the Civil Service Commission, perhaps (?) it might be better.

Then as to matrons. The matronly women who have brought up children, who are now in widowhood, dependent upon themselves, are so far away from the time when they passed examinations at school that the idea of one, no matter how simple, frightens them. Women nearer to their school days, but without matronly experience, are the ones who will be most likely to apply. Then, too, there may be danger that the woman who has a certificate from the board of examiners will feel that she occupies a position so far above those who do not have one, that she will attempt to assert her right to rule the others employed. I have no suggestion to make as to remedy; do not assert that a remedy is certainly needed, but express partly formed conclusions from what I saw.

I met Supervisor Richardson two or three times at Darlington and at Anadarko. He impressed me as seeking to inspire the several schools with an ambition to reach the high standard which the Honorable Commissioner is placing before them; to bring them into touch with each other, and in every way promote their efficiency.

GENERAL CONCLUSIONS.

Some general conclusions forced themselves upon me during this visit. In the general management of the Indians by the Interior Department, the official who decides policies at present seems to have no interest in the Indian as a man and possible citizen, with rights as such, if one can judge from the facts as seen in this Territory among the Indians visited.

The Commissioner has pushed his school work, which is about all that lies within his control, and this not wholly. Especially is this true of school buildings; and preparations have been made during his administration for doing a great work, but the expenses of this preparation have been so largely in excess of tangible results in educational work that it may be difficult to convince members of Congress that there has not been great waste, especially when their patronage is so greatly reduced by the application of civil service regulations to this school work. The average Congressman does not hesitate to expend money if his constituents get a chance at it, but this chance gone he will scrutinize the appropriations and ask what are the results of all this school building.

When the Indian has no more property to excite the cupidity of the white, and public officials are no longer called upon to administer his affairs so as to give those whose support they crave a chance to make money out of him, and when schools are no longer to be located or managed with reference to the political needs of Congressmen—that is, when we get down to the Indian himself, as a man, and deal with his rights and capabilities as such—there is hope that he may become civilized; at least, there will, at last, be a chance to make some simple experiments in that direction.

The facts relating to a contract under which certain lawyers collected, with the approval of the Department, a large fee from the Cheyennes and Arapahoes—which fee it is contended was excessive, and which contract it is believed was fraudulent, occupied much of the time of this visit, and are given at length in the following pages. The attention of the friends of the Indians is asked to this statement, with the hope that something may be done to make such transactions impossible in the future.

CHEYENNE AND ARAPAHOE AGREEMENT AND CONTRACT WITH ATTORNEYS.

Prior to the treaty of 1865 with the Cheyennes and Arapahoes, they owned and occupied the country lying between the North Platte and Arkansas Rivers, extending from the summit of the main range of the Rocky Mountains, eastward to near the middle of Nebraska and Kansas. Their boundaries were defined, and the extent of their claim limited, by the treaty of 1851, so as to embrace about 30,000,000 of acres.

The "Pike's Peak or Bust" craze, created by the discovery of gold in this reservation, brought on an invasion of gold seekers and adventurers, out of which came collision and war. Soon after the Chivington massacre, at Sand Creek, Colorado, a new treaty was made, concluded October 14, 1865, in which these Indians exchanged this reservation for a new and greatly reduced one, in which were included 1,600,000 acres on the Cherokee outlet, to which we had no title; 4,000,000 of acres west of the Arkansas River in Kansas, which the Secretary of the Interior subsequently decided to belong to the Osages; and 3,000,000 south of the Arkansas River in Kansas, which were public lands.

In 1866 a treaty was negotiated with the Cherokees in which was acquired, not a cession of their lands west of the Arkansas River, but a right, under certain conditions, to acquire homes for friendly Indians, and so, during the next year—October, 1867—a new treaty was negotiated with the Cheyenne and Arapahoe tribes, in which they exchanged the 8,600,000 acres purchased by them in the treaty of 1865, for some 5,024,896 acres on the Cherokee outlet, to which we had not as yet, nor have now, acquired a title.

Two years later—August 10, 1869—on the recommendation of Colonel Parker, Commissioner of Indian Affairs, approved by

Secretary Cox, President Grant set apart, in lieu of this land, 4,297,771 acres, further south, on the North Canadian, in the Wichita country. This action was on the recommendation of Major General Schofield, made to General Sherman, and sent through the War Department to the Secretary of the Interior. The correspondence developed the fact that the Indians did not understand the location of their reservation as defined by the treaty of 1867; that they had never gone upon it, and that it was not desirable, either on the part of the Indians, or of the Government, that they should be settled upon it.

This Executive Order Reservation has been their home since the date of that order; on it the Government built the Agency buildings—saw-mill, schools, etc., etc., as per obligation of the treaty of 1867; it has been published in the maps of the Indian Office, and also of the Land Office, as the home of these tribes; and has been so treated by the Government, and so regarded by the Indians, during the past twenty-two years.

In October, 1890, the Cheyennes and Arapahoes ceded to the United States all their claim, title, and interest, of every kind, to all the land embraced in both these Reservations—that of the treaty of 1867, and of the Executive Order Reservation on which they were living, except an allotment to each member of the two tribes of 160 acres each on the latter reservation. For this surrender of title, claim, and interest, they were to receive the sum of \$1,500,000; \$250,000 to be paid, per capita, within 60 days after the ratification of the agreement; \$250,000 to be paid out for said Indians under direction of the Secretary of the Interior, and the remaining \$1,000,000 to be retained in the Treasury of the United States, the interest, at the rate of 5 per cent., to be paid annually, per capita, to said Indians.

The first payment of \$250,000 was paid as per agreement. When the second payment was made, it was \$67,500 short of the amount expected by the Indians and specified in the agreement.

THE SECRETARY OF THE INTERIOR EXPLAINS.

Under date of May 6, 1892, the Secretary of the Interior addressed a letter to the Secretary of War, called forth by the fact that the Indians had complained to the Commandant at Fort Reno that they had been robbed of their money, and the

Commandant had reported a protest, by them, against it. In this letter the Secretary of the Interior deprecates any interference in the matter by the Military, and asserts the ability of his Department to make such investigations as the case may call for. He explains that this sum of money was due under an approved contract with certain attorneys "who were present at the negotiations between the Cherokee Commission and the Indians; and the fee was paid some months ago out of the proceeds coming to these Indians *for their claim on the Cherokee outlet, and not for that under the Executive Order.*"

In locating the rights of these Indians on the two Reservations, the Secretary says that they were given their allotments and \$250,000 for their interest in the Executive Order Reserve; and \$1,250,000 for their interest in the Treaty Reservation on the outlet.

The contract of these attorneys with the Indians as first made—the character of this and the manner of it will be discussed further on—called for ten per cent. of whatever sums they might recover for these Indians because of their interest in the Cherokee outlet. This the Secretary refused to approve, and cut it down to eight per cent., four per cent., and three per cent. on three several percentages of the whole amount—reducing the sum paid nearly one-half.

WHAT GROUND FOR COMPLAINT?

If the Indians made a contract with these men, who rendered them valuable service, as the Honorable Secretary and Commissioner of Indian Affairs, as guardians of these wards, say they did when they gave their approval to it, and if the Honorable Secretary saved them nearly one-half of what they had agreed to pay for these services, why do they now complain as if a wrong had been done them? and why do their friends take up the case for them? To answer this question is the object of this paper.

It strikes one as a little singular that the equities of these people should be divided between the two Reservations. I say "equities," for certainly they had equities somewhere. The treaty of 1865 gave them for the 30,000,000 acres, acknowledged to be theirs in the treaty of 1851, some 8,600,000 acres, partly in Kansas and partly in the outlet. This, again, was exchanged, in 1867, for the outlet reservation, containing some 5,024,896

acres; and this, in turn, the Indians, by all they could understand from the Government, was exchanged for the Reservation on which they have lived for twenty-two years. Their equities have diminished under these various exchanges, but must inhere in something somewhere. Certainly they were not divided, partly on one and partly on the other of these Reservations. If the President had power to transfer part of their rights to the Reservation he set apart for them, he could transfer them wholly, as the Indians understood had been done; if he had no such power, their rights were wholly on the Treaty Reservation.

WHAT OUR RIGHT TO GIVE THIS LAND?

The question arises: What rights had we in the premises, to the land we gave these Indians in the treaty of 1867? It should be borne in mind that by the treaty of 1866 with the Cherokees we did not procure the cession of any land, but only made an agreement as to the terms on which they would cede their territory west of the ninety-sixth degree of longitude, which are as follows:—

“The United States may settle friendly Indians in any part of the Cherokee country west of the ninety-sixth degree, to be taken in a compact form, in quantity *not exceeding one hundred and sixty acres for each member* of each of said tribes thus to be settled.

* * * * *

“Said lands, thus disposed of, *to be paid for to the Cherokee Nation at such prices as may be agreed on between the said parties in interest, subject to the approval of the President, and if they should not agree, then the price to be fixed by the President.*

“The Cherokee Nation to retain the right of possession of and jurisdiction over said country west of the ninety-sixth degree of longitude *until thus sold and occupied*, after which their jurisdiction and right of possession to terminate forever as to each of said districts *thus sold and occupied.*”

I have italicised such conditions essential to this agreement as were never complied with before, or subsequent to the treaty under which the United States pretended to give this body of land to the Cheyennes and Arapahoes in October, 1867.

Be it remembered that the Cherokees did not cede an acre of land under this agreement, but fixed the terms under which they would do so. These terms were: that the tribe proposing to

purchase must be a friendly one; the quantity of land bought must be limited to 160 acres to each purchasing Indian; must be selected in a compact form; the price to be paid must be agreed upon between the contracting parties, the President of the United States having power as referee, in case the parties could not agree, to say what price should be paid; the land so bargained for must be paid for, and *occupied* by the party purchasing, and then, and not until then, was the jurisdiction and right of possession on the part of the Cherokees to terminate.

Now in this transaction, called a treaty with the Cheyennes and Arapahoes, in which the United States is said to have put them in possession of this tract of land, it is certain that the land given was not limited to 160 acres to each member of these tribes; there was more than 1400 acres to each one. There had been no negotiations between these tribes and the Cherokees which failed of success because they could not agree upon the price, thus giving the President the only occasion he had, under the treaty, to intervene. No price was ever set upon the land, either as between the parties, or by the President. The lands were never paid for, and were never occupied by these tribes, and hence they never passed from under the legal jurisdiction and possession of the Cherokees, and never became the property either of the Cheyennes and Arapahoes, nor of the United States.

The substitution of the land included in this Executive Order Reservation for that given in the treaty, was accepted by all the parties as satisfactory and conclusive. The Government erected the Agency buildings, promised in the treaty, on it; Indians who were induced by interested whites to set up a claim to the treaty lands, and moved upon them, were brought back by order of the Department, and taught that their home was on the Canadian.

SALE BY THE CHEROKEES OF PARTS OF THIS SAME LAND.

Negotiations were made with the Cherokees for a part of this land, given to the Cheyennes and Arapahoes by the treaty of 1867, on which to settle the Pawnees, the Poncas, the Nez Perces, the Otoes and Missouriias. Some 551,732 acres were thus purchased directly from the Cherokees, who were paid for it,

and nothing said as to consent of the Arapahoes and Cheyennes as to price, and no part of the money paid was placed to their credit. The Cherokees have received many thousands of dollars rental from cattlemen for the remainder, which has not been sold, and the guardian of the Cheyennes and Arapahoes has not intervened to claim for his wards any of this money, which he now, in locating their rights upon it, says belonged to them. According as it has been thought that these leases might have some bearing on pending negotiations with the Cherokees for a purchase from them of their rights, there has been, from time to time some interference with their power to lease these lands, but never in the interest of the Cheyennes and Arapahoes as the owners, under the treaty of 1867.

Noticeable, in this connection, is the fact that the Commissioners who negotiated this agreement with these Indians for the sale of their surplus land, are called the "*Cherokee* Commission." While charged with the duty of dealing with the claims of all Indians to land west of the 96th degree of longitude, of such preëminent importance was the extinguishment of the rights of the Cherokees to this same land, that they have been known as the "*Cherokee* Commission." And they have made an agreement with the Cherokees under which they promise to pay them about \$1.42 per acre for this same land, on which the Honorable Secretary locates the rights of the Cheyennes and Arapahoes; and, marvelous to say, he approves this agreement, and asks Congress to pay the price, though he, at one time, despairing of the success of his Commissioners in trading with the Cherokees, sent Congress a remarkable letter approving a bill which proposed to dispose of this land without considering the claims of the Cherokees to it, in which, in fact, he denied their right to it, and recommended that Congress disregard any and all pretence on their part to such a right; in fact it is understood that this Bill introduced by Mr. Mansur was prepared in his office; a letter and recommendation which the Commissioner of Indian Affairs effectually disposed of in an unanswerable argument, showing that their rights are sacred as the patent and pledge of the Government can make them; and yet the Commissioner approved a contract with these lawyers for recovering for the Cheyennes and Arapahoes their interest in this same land. It seems as if the

necessities of these lawyers was the one great determining influence which controlled the reasoning, or absence of reasoning in this matter.

INDIANS SUPPOSED THEY WERE SELLING THE SURPLUS OF THE HOME RESERVE.

Whatever distribution of values the Cherokee Commissioners may have assented to for the sake of giving the attorneys a chance at these funds, the language of the agreement itself fully bears out the contention of the Indians, and of all disinterested, as well as interested, witnesses, that the negotiations had reference to the sale of the lands on which the Indians were living, and that the price promised was for those lands, and that any contract that might have been made with the attorneys with reference to moneys recovered for interest in the outlet, would cover no part of these \$1,500,000.

Ben. Clarke, who is the post interpreter, says: "I was present during the councils, at the request of the Cheyenne and Arapahoe chiefs, and on several occasions, by request of the Commissioners, interpreted for them. I can swear, and I think Col. Wade can also, that the Commissioners plainly told the Indians, through me, in public council, that the sum of \$1,500,000 was to be paid the Cheyennes and Arapahoes for the surplus lands of their home reservation. I was the interpreter for the Cheyenne and Arapahoe chiefs. Left Hand and others were told the same by their interpreters."

That, undoubtedly, was the view the Indians took of the matter, and the view of many others, and so distinct and clear was it that it was a matter of wonder, as also of inquiry on the part of those who knew the intent and language of the contract as first drawn up, and did not know of another, "How can these men get anything out of this deal?" One of them to whom the question was put by a friend, said, "It only requires a majority of signers to sell this land, but it requires a three-fourths vote to dispose of the other. When this has been disposed of we will push for their interest in the outlet." Another gave for answer a comprehensive smile, and added, "We will take care of that."

THE AGREEMENT AS SIGNED SUPPORTS THIS VIEW.

This view is fully borne out by the articles of agreement. Article I, is merely a quit-claim, without consideration, to the land, described in the most general terms, included in the treaty Reservation. The Indians, excepting the few who had been induced to sign a contract with the lawyers, made no claim to that land; refused to set up any claim, fearing to weaken their title to the land they did claim, and did not hesitate for a moment to waive all pretence of claim to it; and, without condition, without consideration, they let it go. One of the Indians said in a Council held with the Commissioners that the first he knew of any right to the outlet he heard from a lawyer named Mc-Mechan; and one of the Commissioners is reported as saying that it was difficult to make the Indians know that they had any claim to it which they could be called upon to cede.

Article II of the agreement, is as follows:—

“Subject to the allotment of land in severalty to the individual members of the Cheyenne and Arapahoe tribes of Indians, as hereinafter provided for, and subject to the conditions hereinafter imposed, for the considerations hereinafter mentioned, the said Cheyenne and Arapahoe Indians hereby cede, convey, transfer, relinquish, and surrender forever and absolutely, without any reservation whatever, express or implied, all their claim, title and interest, of every kind and character, in and to the lands embraced in the following described tract of country in the Indian Territory, to wit:”

Then follows a minute description by boundaries, of the Executive Order Reservation on which they were living, for which the Indians understood they were to receive “the considerations hereinafter mentioned.”

Article III provides that out of the lands surrendered by Article II, “and in part consideration for the cession of lands named in the *preceding* article,” each member of the Cheyenne and Arapahoe tribes of Indians over eighteen years of age shall have the right to select a homestead.

Article VII provides: “as a further and only consideration for the cession of territory, and relinquishment of title, claim and interest in and to lands, as aforesaid, the United States agrees to

pay to the Cheyenne and Arapahoe tribes of Indians, \$1,500,000" etc.

A common sense interpretation of this arrangement plainly is this: Article I is a *pro forma* quit-claim to the country described in that article, which is the treaty reservation of 1867, on the outlet. This renunciation was simply *pro forma*, and without consideration, mentioned or implied.

In Article II the Cheyennes and Arapahoes convey to the United States, subject to allotment in severalty, the whole of the reservation described in said article, for whatever considerations are "hereinafter mentioned."

Article III provides for the allotment of land out of lands described in Article II, as a part consideration for the land ceded.

It is true this language "in part consideration for the cession of lands named in the *preceding* article," is ambiguous. It may refer to the land ceded in Article I, or, as Article III is preceded by Article II, it may refer to the land ceded in Article II, and must be explained partly by the language of the other articles of the agreement, and partly by the history of the case.

Manifestly, Article II provides that the *considerations* "hereinafter mentioned" in the agreement are for the land ceded in Article II, and that fact would seem to necessitate that the considerations specifically mentioned in Articles III and VII, shall refer to the land ceded in Article II. But, as further determining the reference in "the preceding article," it must be remembered that this same Cherokee Commission negotiated a contract with the Cherokees, in which they agreed to pay them for the lands to which the Cheyennes and Arapahoes, in Article I of their agreement, waive any claim or right they may have, and this agreement has the approval of the Secretary of the Interior, and Congress is now asked to pay for the same.

Manifestly all the parties to this transaction concur in the proposition that the Cherokees are the owners of this land, and that the Cheyennes and Arapahoes were not treated or considered as such. One cannot but conclude that this ambiguous language in Article III was an interpolation, an afterthought introduced after the form of the agreement had been settled upon

by the Commissioners. Omitting the language "and in part consideration for the cession of lands named in the preceding article," the third article would be complete in itself, without ambiguity, and in perfect harmony with all the facts of the case. Interjecting this language has introduced some confusion and ambiguity which can be removed only by reference to the agreement, as a whole, and to the history of the whole case.

PROCLAMATION OPENING RESERVATION CONFIRMS THIS VIEW.

If we turn now to the President's proclamation, opening up to settlement the land purchased in this agreement, we are misled by the language used by the President, unless the Secretary is wrong in placing the rights of these Indians—(for which they were paid, and out of which the lawyers secured, with his approval, \$67,500 of the price paid)—on the outlet. The President announces that the land purchased from the Cheyennes and Arapahoes has been subdivided into counties, and is open to entry under certain rules and regulations, which is not true of the outlet, as Congress has not yet carried out the Secretary's recommendation to pay the Cherokees for it, nor will it be opened until their claim to it is satisfied.

Significant, also, is the fact that this proclamation of the President is issued, not through the Secretary of the Interior, who has charge of the public lands, but through Mr. Blaine, Secretary of State, indicating that the subject-matter of the proclamation fell under the care of the Secretary having charge of foreign affairs; that is, that the land opened to settlement had been acquired by treaty or purchase, and was not dealt with simply by an executive order, restoring to the public domain what had been temporarily withdrawn for special reasons, as has just been done by the President, in restoring a part of the Navajo Reservation to the public lands by a proclamation, through the Interior Department.

WHAT LAND THE INDIANS SUPPOSED THEY WERE SELLING.

There can be no doubt the Indians, and a large number of whites who were present during the negotiations with the Cherokee Commissioners, believed that the agreement signed was for the cession of the surplus land on the Executive Order Reserva-

tion, and that the compensation paid was for that alone. Those who had signed a contract with attorneys, never dreamed that any part of the \$1,500,000 was affected by that contract, which, as they understood it, had reference only to their interest in the outlet; and those who refused (the great majority of the two tribes) to make a contract, or make any claim, in fact, to any interest in the outlet, never dreamed that any part of the price paid was for any interest they had elsewhere than on their home reservation.

THE SECRETARY MISINFORMED.

The Honorable Secretary of the Interior is wrongly informed when he says that this fee was paid with the full knowledge and consent of these Indians.

Colonel Wade, the Commandant at Fort Reno, was asked by the Commissioners during the conferences in which the agreement was considered, to speak to the Indians, doubtless with the hope of influencing their minds in favor of its ratification. He asked the question whether any part of the price to be paid was to go to any private parties, and the answer made by Left Hand, Chief of the Arapahoes, and the principal man who had signed the contract, was that none of it would, as their contract had reference only to the outlet.

Here was the opportunity which men who were not putting up a job on these ignorant wards of the Government—certainly, for honorable Commissioners, representing the United States Government in its desire to deal honestly and fairly with "Our Red Brethren," to have said: "Left Hand, you are mistaken. This agreement is for the sale of all your interest, in all land whatsoever, excepting so much as the Indians take in severalty. Most of this money promised in this agreement will be paid for your rights on the outlet, and if you have a contract to pay any lawyers for money paid because of that interest, it will come out of this which we agree to pay you. Moreover, the contract which these lawyers have with you covers whatever money is paid you, either for this, or for the outlet."

The Chairman of this Commission has said that the Indians were asked about their contract with these lawyers, and they replied that they had made a contract, and wanted it to stand.

This is undoubtedly true so far as Left Hand, and a few others

are concerned, but was said with their understanding of the situation. They admitted a contract, which they were willing to stand by, but it had reference only to the outlet, and the outlet was not the subject matter of their negotiations. He supposed, when they and the Commissioners had disposed of the Reservation, for which they were to receive the money promised, that these lawyers, either in court, or before Congress, would urge their rights on the outlet, and whatever was received because of it, "would be like finding so much money in the road," as one of the attorneys had expressed it—money which was not to come through the deal they were then making with the Commissioners, and which they would not otherwise receive. Such a contract, for such a purpose, Left Hand and some twelve others, out of more than thirty chiefs, acknowledged and were willing to stand by. But the Commissioners must have known from the answer given by Left Hand to Colonel Wade's question, that there was a misunderstanding of the facts, both as to the contract, and as to the land the Indians thought they were selling, and it was not true that the Indians, as a whole, not even Left Hand, admitted, or were willing to stand by a contract which covered the price of the land they were buying of them; in fact, the great body of the Indians expressly repudiated any contract whatever.

WHAT OTHERS THOUGHT.

A number of whites, widely apart when interviewed, with no possible chance for collusion, and who had no motive for telling what is not true, agree in saying that, when a council was called and negotiations opened by the Cherokee Commission, Old Crow, one of the principal chiefs of the Cheyennes, asked, "what these lawyers are here for?" He pointed out one of them, whom he denounced as a thief, and demanded that they be put off the Reservation, as he believed they were there to rob them. Also, that the Commissioners said they had no need for them, and did not want them. Colonel Wade and others, who attended and knew the facts, say that but for the assurance the Indians received from what was said, that these men would not be, in any way, regarded as having anything to do with the proceedings, they would have broken up the council, and refused to proceed until they should be removed.

THE CONTRACT—WHAT IT WAS, AND HOW PROCURED.*

Let us now look at the history of this contract, how procured, and what it was.

Early in the spring of 1889, ex-Agent Dyer, who once had charge of these Indians, anticipating the coming of Commissioners—whose appointment had been provided for by the Act of March 2d—to treat with them, went among them for the purpose of making a contract, under which he would attempt to recover for them their interest in the Cherokee outlet. When he reached the Agency, he found that another lawyer—one McMechan, of Wichita—had anticipated him, and was already there for the same purpose. Agent Williams and Barker, the trader, who were sometimes bosom friends, and sometimes were gunning for each other, had gone in with McMechan to work up the case, and the Indians about the Agency had been asked to meet at Barker's store to consider the matter, when Dyer appeared on the scene.

Williams dropped Barker and McMechan, and went in with Dyer. A meeting of the Indians was called by him, as Agent, and Colonel Wade, at the suggestion of Mr. Seger, was invited to be present, as it was known that many of the Indians would not agree to anything, unless the Colonel gave it his approval.

The Agent talked about some indifferent matters, and then introduced Mr. Dyer, who had a matter of great importance to bring before them. At this point Colonel Wade asked if Dyer was there representing the Government, or whether it was a private affair? When told that it was private business, he said that he had nothing to do with it, and withdrew. This broke up the council, and Dyer returned home.

Soon after this, private business took ex-Agent John D. Miles to the Agency. On learning of Dyer's visit, and its object, he remarked that "he was here to feather his nest, I suppose." Later on, near the middle of May, he returned with ex-Governor Crawford, of Kansas, who had had some experience with Indian contracts. After a few days, Crawford left, and Miles remained to work up the case. One week after Crawford's departure was "issue day," and it was arranged that there should

* For Contracts see Appendix.

be a meeting of the Indians on the next day, that is to say, of the Indians drawing their rations at the Agency, about one-third of the whole number on this Reservation.

There were present about 150 Indians, a fair and full representation of one-third of the whole.

Miles explained to them what their treaty interests were on the outlet, and the fact that the Cherokees had been leasing their land, and would probably sell it unless they put in their claim. This he and Crawford would do for them and take their pay from such money as they recovered. This would not affect their rights to the land on which they were living. If they got any money, "it would be like finding a pile of it in the road."

When the meeting broke up, Miles told Mr. Seger that he could do nothing with them; that they refused to go into it. He had persuaded Mr. Seger and Rev. Mr. Voth that the Indians had a valid right to that Reservation, that large moneys could be recovered for them, that if they got it they would be so much better off; if they failed, the Indians lost nothing; and these good friends of the Indians came to his rescue. It is easy to give Miles credit, at this stage, for entire honesty, and a belief and purpose in accord with the best interests of these people.

Mr. Seger now suggested that if the matter was explained fully to the educated young men, returned from Carlisle, Haskell and other schools, that they could understand it, and explain it to the older ones. These were seen, and a number of them met that evening at the Mission, or Pendleton's house. Miles, Seger, Voth, and Ashley, the new agent who had just come, explained the case fully to these men. The more it was discussed, the more clear it became that there was a big thing for these Indians in it—that it could do no harm to try it, and the new agent, with great confidence in these men, as well he might have, determined that the ignorance and stupidity of the old men should not cut off these tribes, now under his care, from their good fortune, especially as the Commissioner of Indian Affairs had told him as he left Washington a few days before, that he thought they had a perfect right to the outlet.

Consequently, the next day, having called in a few of the Indians, he selected a number who were wise enough to know the interests of the people, and appointed them representatives

of the tribes, duly authorized to make a contract. To give due form and legal (under Bureau Regulations) value, and overwhelming impressiveness, when the matter should come before the Department, to the proceedings, a document was drawn up purporting to be the action of a duly called Council, which was duly signed by Left Hand as President; Little Chief as Vice-President; Leonard Tyler as Secretary; witnessed by two other Indians over their own signatures; *and certified to by the Agent as the action of a full and free Council.* This authorized these designated men to make a contract with Messrs. Miles and Crawford to recover such sums as they might be able on account of the interest these people had in the Cherokee outlet.

THE OKLAHOMA CONTRACT: FRAUDULENT SO FAR AS THESE
TRIBES ARE CONCERNED.

The next day these men were carried by teams to Oklahoma City, where, on the 23d of May, they executed a contract of such character before Judge Cassius G. Foster, who was brought down from Kansas by ex-Governor Crawford, for this purpose.

The Agent certifies that these men who signed this contract were appointed for this purpose, and instructed so to do by a free and full Council of the Indians. My assertion is that the nearest approach to a General Council was the meeting held on Tuesday after issue day, in which were represented only the Indians drawing rations at the Agency, at which there were about 150 Indians; that this meeting, or council, refused to make any claim to the Cherokee outlet lest they weaken their claim to the Reservation on which they lived; that this meeting dissolved—did not adjourn to meet again for further consideration—and that those appointed to make the contract were selected by the Agent and Miles, and represented no one but themselves and the young men who met at Pendleton's.

Credit is given to these gentlemen for an honest belief that they were serving the best interests of the Indians; and accustomed, as they both were, to methods in vogue for managing Indians, they deemed themselves guilty of no fraud when they dismissed those opposed to the contract as "kickers," who, being opposed to the best interests of their people, were not to

be considered in the matter, and the Department has too long been accustomed to this method for carrying out its plans to raise any question as to its legitimacy. No one knowing these Indians, who reads the transaction of this Council, of which Left Hand was president, but would know that it bore the same relation to them which a similar document signed by babes in a nursery would bear to them, as being its reputed authors, and expressing any action they had taken. No intelligent man who had a month's experience with Indians would have been deceived by it, or would have given it a moment's serious consideration, as being an expression of their views and wishes.

The Agent believed it a good thing, and therefore, as one appointed to promote their interests, he pushed it through, but he never would have testified that a similar paper, prepared as this one had been, was the free act of white men in a similar case.

He believed under this contract only good, if anything at all, could come to his Indians, and not knowing that its purport had been changed, and understanding, as he did, that the Indians in their agreement were selling the surplus land on the home reservation, he saw no chance for the attorneys to make anything out of the transaction.

A NEW AND DIFFERENT CONTRACT—A FRAUD ON THOSE WHO SIGNED IT.

This contract was a fraud so far as it pretended to have been authorized by the two tribes of Indians.

The 1200 Indians at Cantonment, also the 700 at Seger Colony, had neither part nor lot in the matter, and the only Council of the Agency Indians called refused to enter into it. But it seemed necessary to the attorneys to perpetrate a fraud even upon those who did sign it.

Some time between May and August, interviews were had with two of the Cherokee Commissioners, and it is evident the attorneys became convinced that under their contract there was no money for them, in view of the probable ground the Commissioners would take with reference to the ownership of the outlet as being in the Cherokee nation; at any rate, they saw fit to make a new contract.

Messrs. Miles and Crawford, who signed the first one had taken in a third partner, Matthew G. Reynolds, of St. Louis, reputed to be a former partner of the Secretary of the Interior.

In August, Messrs. Miles and Dyer appeared again at the Agency, and arranged to take the signers of the first contract to Arkansas City to sign another paper, "just the same as the first, only stronger."

These men all say, as also do the whites and the other Indians, that no meeting of the Indians was held to consider the subject of a new contract; but a new enactment "by a full and duly represented majority of the Indians," so the Agent again testifies, was passed, appointing the same representatives to go to Arkansas City for this purpose.

Jesse Bent says the Agent came to the store where he is clerk and asked him to go to the hotel to meet Dyer, who asked him to go as interpreter to Arkansas City, and assured him it would be a good thing for him to go.

Miles was called home by sickness in his family, and left Dyer to get the Indians up to Arkansas City.

Mrs. Balenti, an intelligent half-breed married to a white man, who was living at the Agency, says it was given out that the Indians had been taken to Haskell Institute to visit that school.

When it was reported that these men had been "stolen away," as the Indians said, a large number of them went to Fort Reno and made threats that they would "quirt" them off the reservation when they came back.

In conversations with a number of these men, seen at different times, and widely separate, they all said they were not sent by the Indians; that they represented no one but themselves, and were selected by the Agent to go. They all agreed in saying that they were kept in a room at a hotel in Arkansas City, with one of the interpreters, Leonard Tyler, because Dyer could do nothing with them until Miles came, who was telegraphed for; that when he came, they were taken before a judge to sign a paper, which they did; that Leonard Tyler started to read this paper to them, but was told by Miles that there was no need to read it, as it was just the same as the other, only stronger; that the two interpreters were drunk. This was on the 16th of

August, 1889, and there were present ex-Agents Miles and Dyer, who seems at this time to have been taken into partnership with the other three contractors. It was afterward signed also by Messrs. Crawford and Reynolds.

These Indians who signed this contract all say that it was not read to them; that they were assured that it was the same as the other; that their interpreters were freely furnished money by Dyer to keep them drunk, and were drunk; and Leonard Tyler says he was stopped when he got through interpreting the preamble to it, and told it was not worth while to take time going over it, as it was what they had signed before.

Supported alone by the testimony of these Indians this would not be by many believed. Perhaps, some would say that it is just like an Indian to agree to a contract and then repudiate it, and that it is more reasonable to believe they are attempting to do this, than that these honorable men would have perpetrated a fraud upon these ignorant and confiding men. Let us pass then to the explanations of Messrs. Crawford and Miles.

MILES AND CRAWFORD EXPLAIN.

Learning that I was to be in Kansas City on my return from Oklahoma, Messrs. Crawford and Miles met me there and gave me their explanation of the contract made, and of the service rendered.

Their attention was called to the fact of a second contract, and explanation asked as to its necessity. The answer was: "The Secretary would not approve the first because he thought ten per cent. too much, and insisted that we should be limited to the interests of the Indians in the outlet."

To the remark that the law gave the Secretary authority to reduce and fix the compensation for such services, and no new contract was necessary to do this, they fully assented, and then repeated that the Secretary wished them limited to the outlet. After some conversation on this point as to the scope of the first contract, they produced the original copy of it, and it was, as the Indians and a number of whites had represented it, *limited to the outlet*.

The contract which was negotiated at Arkansas City, which the Honorable Secretary did approve, was *not* limited to the

outlet, but was for a per cent., such as the Secretary should approve, for any moneys recovered by these Indians because of any interest they had in the outlet, or in the Executive Order Reservation; and the instructions given in the "Act" passed by the general Council authorizing a contract, were still broader, and included any other money received by these Indians. It also covered any services rendered by these men in hearings before the Executive Department, before Congressional Committees, before Commissioners appointed, or in any court.

These men represent that the limited contract failed of the Secretary's approval, but this one which reached out for all the possibilities of the case, had his approval. As has been said, the rate of compensation was within the discretion of the Secretary, and no new instrument was necessary in order to reduce it. If it was true, as these men say, that he refused to approve the first, the only reason that seems possible is that under it there did not seem to be much chance for the attorneys: at any rate, a comparison of the Oklahoma contract with the one made at Arkansas City, which was approved, will show the latter to be immensely in favor of the attorneys as compared with the other.

In this interview Mr. Miles was complimented on his popularity with the Indians, and his ability to handle them, as compared with ex-Agent Dyer, reference being made to the fact that at Arkansas City the Indians would not sign the second contract until after his arrival. To this he said "They had been there several days, and I had to go in response to a telegram, though my daughter was sick, and I did not wish to leave home. When I reached Arkansas City, the Indians were just going to dinner. There was a train going out within an hour which I wanted to take. I told Dyer we must get the paper signed so that I could take this. He said it was impossible as he had been unable to do anything with them. But as soon as they got through dinner, we hurried them across the street to the Judge's office.

"I told them I wanted them to sign. They asked if I would sign too, and when I said yes, they signed, and I got off on my train."

"Was this paper read to them?" "No; I told them it was just the same as we had talked up at the Agency." "What was the condition of the two interpreters?" "Both drunk." Thus

in all essential particulars, the statements made by the Indians in regard to this second contract, were fully corroborated by these men.

SECRETARY NOBLE EXPLAINS.

The Honorable Secretary of the Interior, in his annual report for the year ending June 30, 1892, devotes seven pages to a vindication of himself and his office in the matter of this contract, evidently feeling that a vindication was called for. The explanation he gives of a second contract is somewhat obscure, but seems to be this: The Secretary of the Interior, in a letter to the President, February 28, 1882, took the ground that the treaty of 1867, giving the outlet reservation to the Cheyennes and Arapahoes, had not disturbed the Cherokees' right of possession and jurisdiction to the same, which made it "not improper," in the estimation of Acting Commissioner Belt, for the Cheyennes and Arapahoes to employ counsel, and "unless the claim, if just, can be restricted to 160 acres to each member of the tribe," as per agreement with the Cherokees, "no estimate can reasonably be made as to what sum may be recovered for them," and consequently "whether ten per cent. as a fee will or will not be excessive."

"In view," says the Secretary, "of this report, the contract was withdrawn," and a new one was presented, of which, the Secretary says: "It will be observed that the duties required by this contract, of the attorneys, were greater, and related to several claims of the Indians, while the contract first filed has relation only to the claim to the treaty reservation on the outlet."

The *reason* assigned is that ten per cent. might prove too much, which is no reason at all for a new contract, since under the law it is in the power, as it is also the duty of the Secretary, even after the service has been rendered and the attorney has made a sworn statement as to the service rendered, to cut down the compensation agreed upon, if he deems it excessive.

The assignment of this as a reason, either by the attorneys or by the Secretary, is not ingenuous, to say the least. The Secretary says the effect of the new contract was to enlarge the duties of the attorneys. I say the effect was to enlarge their opportunities to collect a fee, without increasing one iota their labors. The three briefs presented by them had all been prepared before

this contract was approved, and contain nothing pertinent to the case which was not easily accessible to the Commissioners without the aid of these attorneys; nothing which it was not incumbent on them to know before they could discharge their duties as Commissioners; nothing which was not contained in the instructions given them from the office of the Secretary if "they were given full information as to why the Cheyennes and Arapahoes were occupying, by sanction of an executive order, territory different from that described in their treaty, and were instructed with reference to the rights of these Indians in the two reservations." * * * * *

They were instructed that it was their duty, and "it was their business in dealing with the Indians, to look after the interests both of the Indians and of the United States," "and provide for paying to the Indians just and fair compensation for all their title and interest in and to any lands to be ceded."

THEORY OF SUCH CONTRACTS.

The only theory on which the approval of a contract with attorneys in such a transaction as this can be justified, is that Commissioners are sent out to cheat the Indians, and, therefore, their guardian must take part of their money to defend them against his own agents. This theory is repudiated by the Secretary in these instructions.

There is nothing in the briefs presented which any intelligent lawyer might not have collected and presented in two weeks' study of the history of the case; nothing which any man, capable of serving on such a commission, and conscientious in the discharge of his duties, would not have learned for himself before he undertook to decide the rights of the two contracting parties; nothing which these Commissioners were not appointed and paid to learn and do.

During the progress of the summer of 1890—the contract was approved February 5, 1890—the Secretary became apprehensive that these men would get too much money out of the contract, and was desirous of modifying it, but the Commissioner thought it could not be done unless a charge of fraud could be maintained against it. (They both seemed to have forgotten that it was in their power to fix the compensation, even after the con-

tract had been approved.) "The attorneys were called upon to show cause why the contract should not be annulled;" and in response they filed in his office, September 29, 1890, "a formal relinquishment of any claims to fees they might be construed to be entitled to under the contract on account of the Executive Order Reservation, but they did not waive other rights they might have under the contract."

"On the next day there was transmitted to the Cherokee Commission this disclaimer, with the information that the attorneys could collect fees only out of such money as may be deemed to have been paid for the *Cherokee Outlet*, and no other." (Italics are the Secretary's.) By this happy, though anxious afterthought the attorneys lost and the Indians were saved \$7500; *i. e.*, three per cent. on the sum deemed to have been for their interest in the Executive Order Reservation.

Subsequently he was informed by Judge Sayers that the Commission had apportioned \$1,250,000 of the \$1,500,000 allowed the Indians for all their interests as consideration for the *Treaty Reservation*.

It would have been gratifying to some curious minds if the Secretary had detailed the reasons by which the judge satisfied his mind that \$1,200,000 was a just compensation to the *Cheyennes* and *Arapahoes* for this land—if they had any right at all to it—when the same Commissioners agreed to pay the *Cherokees* more than \$7,000,000 for it, to which they had no title or valid right whatever if the Commission was right in putting any part of the consideration paid to *Cheyennes* and *Arapahoes* on the Outlet. Certainly, as a matter of equity, the price to be paid to the *Cherokees* for it would be but a small compensation to make the *Cheyennes* and *Arapahoes* for the 30,000,000 of acres they had given in exchange for it.

That the United States did not own the land promised these tribes in the treaty of 1867, and has had to purchase it now from the *Cherokees* at such a price, is no reason why the *Cheyennes* should not receive the full value placed upon it by the Commissioners. If these attorneys had secured to their clients the full value of their rights on the Outlet, where the Commissioners have located them, and as that value was estimated by them in the price agreed upon with the *Cherokees*, which has also the

approval of the Secretary, these Indians could have paid the Government \$1.50 per acre for all the land allotted them and funded some \$6,300,000. That is to say, these attorneys cost them some \$4,800,000 over and above the fee they were paid.

The Secretary and Commissioners have said the Treaty Reservation belonged to the Cheyennes and Arapahoes. When they come to buy it from the Cherokees that they may give it to those to whom they have promised it they agree that it is worth over seven million dollars, but when they, in turn, buy it from the Cheyennes they say one-fourth of this price is all they will pay for it; and their attorneys, so far from objecting, bribe the influential Indians to persuade the others to accept it, and charge them \$67,500 for their arduous labors. It looks as if they sold out their clients after forcing themselves upon them in a fraudulent contract. And this becomes more evident when we inquire further about the services rendered.

WHAT SERVICES RENDERED UNDER THE CONTRACT?

Mention has been made of the briefs filed, and the Secretary has spoken of the oral pleas made before the Commissioners, and of the great expense incurred while attending the councils on the Reservation.

In a letter written to a friend, in which he explains the services rendered these Indians, and the great expense incurred for their benefit, which left the attorneys but a pitiful fee, John D. Miles says that he lived nearly two years at Guthrie, near the Indians, and spent much time in persuading them to take their lands in severalty; that they had to take two delegations off—one to Oklahoma and one to Arkansas City—at great expense; that they had to make feasts for them, which always involves a large outlay for beef.

At their interview with me at Kansas City these same items of expense were spoken of. Mr. Crawford said it cost him ten dollars a day for twenty days just for tobacco to give them (a trader at Darlington told me Miles still owes him \$2.50 for cigarettes he was told to let George Bent have), and they had to make feasts all the while. In answer to the question, in what way this expense was related to establishing the rights of the Indians to the Outlet before the Commission, they said, all "*this*

was to secure the ratification of the agreement;” that “had it not been for their influence with the Indians they never would have signed the treaty.” “That is to say, you were attorneys for the United States, and not for the Indians,” I said. “The Indians paid you to persuade them to make a contract with you and to sign this agreement?” Crawford said, in reply, that “they acted as probate judges,—looked after the interests of both parties.”

But these expenses, though considerable, were as nothing, and not to be mentioned along with others of which I was told at Darlington, and which were admitted by these gentlemen when spoken to about it in our interview; *e. g.*, George Bent, \$500 (says he was to have had \$10,000); Paul Boynton, \$150; Leonard Tyler, \$250; Mrs. Balenti, \$140; ex-Agent Williams, \$2200, and it is said that others received various sums.

It should be remembered that George Bent was interpreter for the Commissioners, and was paid by them for his services, and at the same time was in the pay of these attorneys. And the same was true of two of the others who at times interpreted officially.

The fact is, these men procured a contract, by such methods as have been detailed, with a few of these Indians, and then devoted their energies and expended their money in bribes of various kinds to induce the Indians to sign an agreement in which they were robbed of at least three-fourths of the value of their property, and their chief interest was to secure a ratification of any agreement which would bring them their fee.

But there are other facts in this case to which attention should be called if there is to be a clear understanding of it.

EFFORTS OF THE INDIANS TO HAVE CONTRACT ANNULLED.

Mention has been made of a lawyer, McMechan, who was first on the ground to secure a contract to represent the Indians in this matter. He was dropped by Williams when Dyer appeared, and was then ordered off the Reservation. His business subsequently brought him to Fort Reno in the settlement of an estate. The Indians, who feared they would be robbed under the contract made by a few of them with Mills and Crawford, wished to employ him to have this contract cancelled in Washington.

He seems to have been closely watched, and Colonel Wade was asked by the Agent to arrest him and put him off the Reservation.

Through him and his partner, an affidavit was made by George Bent, who interpreted between the delegation of Indians and the attorneys at the time the contract was made. In this he swears that no council was ever called by the Indians to authorize the chiefs and head men to make said contract; that the sentiments of his people were against the contract; that the men who signed it were not for the most part prominent or influential as chiefs, but these were opposed to it; that it is contrary to the usages of their tribe to transact business in the manner in which these delegates were appointed; that bribes were offered to secure the consent of some of the leading men; and that the whole proceedings concerning the contract were kept as secret as possible from the Indians.

This affidavit was filed by Mr. Fred. W. Bentley, of Wichita, who, in a personal correspondence with the Secretary, called attention to the facts stated therein.

This protest caused the Department to send an inspector to investigate. The Secretary, perhaps, should not be blamed for acting upon the report of his inspector, but I think is blamable for retaining inspectors whose reports cannot be relied upon as embodying the facts.

On his way to the Reservation, this Inspector notified Messrs. Bentley and McMechan of the object of his visit. McMechan went to the Reservation to be present during the investigations. Only the intervention of the inspector, McMechan says, prevented the Agent from arresting him and removing him at once.

It is true that Bent stated to the inspector that he was drunk when he made the affidavit. McMechan says that he was not allowed to ask any questions; that there was no examination into the facts of the contract, or of the council authorizing the contract, except from those immediately about the Agency, who were parties to the contract, and that the whole proceeding was a mere whitewashing affair.

Colonel Wade says the inspector called on him soon after arriving at the Agency, and, in reply to a remark of his to the effect that there had been no council, he said in most decided

tones that "it was all right about that council." Not a question was asked him as to his knowledge of the facts, and his manner was such as to indicate very clearly that he did not intend to seek for the facts. Colonel Wade had represented the Indians as protesting against the contract, and was a proper person to be examined by the inspector.

When the Commissioners arrived at Darlington to treat with the Indians, McMechan, who was at El Reno on business, went with others, out of curiosity, to see what was going on. Immediately on his arrival he was notified by the Agent that he would not allow his presence on the Reservation, so that every attempt on the part of these Indians, or supposed attempt of any one employed by them, to protect them against the effects of a fraudulent contract, seemed to have been thwarted by Government officials.

That Bent was not drunk when he made the above-mentioned affidavit is fully established by the testimony of quite a number of citizens of Wichita who were present in the office when the affidavit was made, and whose affidavits to the fact that Bent was sober and freely made the statement he made, which the inspector would not permit to be presented, but were duly presented to the Honorable Secretary of the Interior, so that it is impossible for him to have been ignorant of the fact that, at least, there was ground to suspect that the contract did not represent the wishes and action of the Indians in this matter.

It would be interesting to know just at what date the Secretary became convinced that no agreement could be made with the Cherokees for the sale of the Outlet, and decided that he would throw emphasis upon the treaty right of the Cheyenne and Arapahoes to it, thus applying heroic treatment to a difficult case.

It is certain that he did reach that conviction, as his letter to Congress on the Mansur bill shows; also, as his interview with the attorneys on the 29th of September, 1890, clearly indicates, in which he gives them to understand that they must make the title of their clients clear to it if they are to have any compensation.

CAPTAIN LEE'S FINDINGS AND CHARGES.

The facts and conclusions in this case, as thus presented, are given after a careful and prolonged investigation. They are fully corroborated by the investigations of Captain J. M. Lee, U. S. A., who was at one time agent for these people, and who, over his own name, stakes his reputation and commission that, if called upon to do it, he will make good every charge contained in his report to his superior officer, which concludes as follows:—

“Having been sent among these Indians by the Department Commander, pursuant to their request—and at a time when they were much incensed—to investigate their complaint, and, if found well grounded, to endeavor to allay the discontent by an assurance that the matter would be fully represented to the authorities in Washington, and, believing that no power this side of Congress can right this wrong by restoring to these Indians the \$67,500 of which they were unjustly deprived, I deem it my right and duty, as a citizen, as an officer of the Government, and as a friend of these Indians, to submit the following charges:—

“1st. That the so-called contract was a fraud, in that it represented only a minority of the Indians at interest.

“2d. That the signatures of the said minority representation were procured through misrepresentation and deceit, in that the said Indians were kept in ignorance of the force and effect of the paper they were induced to sign.

“3d. That these Indians never knowingly authorized any ‘attorneys’ to receive \$67,500, or any other part of the \$1,500,000 promised them by the United States Commission, and that the parties who received said money never rendered any beneficial service to said Indians which could equitably entitle them to any part of the same.

“4th. That the so-called contract, from its incipiency to its final consummation, was tainted with misrepresentation, fraud, and bribery, and is an outrage upon the Cheyenne and Arapahoe Indians.”

APPENDIX.

FIRST CONTRACT.

THIS MEMORANDUM OF AN AGREEMENT, made and entered into this 23d day of May, A. D., 1889, at Oklahoma City, Indian Territory, by and between the Cheyenne and Arapahoe Tribes of Indians in the Indian Territory, parties of the first part, by Little Chief, Cloud Chief, Cut Nose, Starving Elk, Wolf Face, Leonard Tyler, Little Bear, and Wolf Robe, Cheyennes; and Left Hand, Row of Lodges, White-Eyed Antelope, and Heap of Bears, Arapahoes, delegates duly appointed in that behalf, and John D. Miles, of Lawrence, Kansas, and Samuel J. Crawford, of Topeka, Kansas, attorneys at law, parties of the second part;

WITNESSETH, THAT WHEREAS, by treaty between the United States of America, and the Cheyenne and Arapahoe Tribes of Indians, concluded October 28, 1867, ratified July 28, 1868, and proclaimed August, 19, 1868, it was agreed and stipulated as follows:—

“Article II. The United States agrees, that the following district of country, to wit: commencing at the point where the Arkansas river crosses the 37th parallel of north latitude, thence west on said parallel, the said line being the Southern boundary of the State of Kansas, to the Cimarrone River (sometimes called the Red Fork of the Arkansas River), thence down said Cimarrone River in the middle of the main channel thereof to the Arkansas River; thence up the Arkansas River, in the middle of the channel thereof, to the place of beginning, shall be, and the same is hereby set apart for the absolute and undisturbed use and occupation of the Indians herein named, and for such other friendly tribes or individual Indians, as from time to time they may be willing, with the consent of the United States, to admit among them; and the United States now solemnly agrees that no person except those herein authorized so to do, and except such officers, agents and employees of the Government as may be authorized to enter upon Indian reservations in discharge of duties enjoined by law, shall ever be permitted to pass over, settle upon, or reside in the territory described in this article, or in such territory as may be added to this reservation for the use of said Indians.”

WHEREAS, the said Cheyenne and Arapahoe Tribes in consideration of said cession of lands to them, did by said treaty relinquish all right, title and interest in and to all other lands, which had previously been set apart to them, by treaty or otherwise,

AND WHEREAS, the said Cheyenne and Arapahoe Tribes have never sold, conveyed, released or otherwise disposed of said lands, or any part thereof, so set apart and conveyed to them by the said treaty of 1867, and

WHEREAS, as we, the said Cheyenne and Arapahoe Tribes, are informed and believe, it is now the intent and purpose of the proper authorities of the United States, to purchase said lands from the rightful owners thereof, with the view of opening the same to settlement, and

WHEREAS, an adverse claim has been set up for said lands by the Cherokee Nation,

NOW THEREFORE, the said Cheyenne and Arapahoe Tribes, parties of the first part by Little Chief, Cloud Chief, Cut Nose, Starving Elk, Wolf Face, Leonard Tyler, Little Bear and Wolf Robe, Cheyennes, and Left Hand, Row of Lodges, White-Eyed Antelope and Heap of Bears, Arapahoes, delegates duly appointed, do hereby covenant and agree with the said John D. Miles and Samuel J. Crawford, parties of the second part, to employ them as attorneys, solicitors and counsel, to present and prosecute to final decision, in the Executive Departments of the United States Government, or in any of the Courts thereof, or before Committees of Congress, or Commissioners of the United States, the claim of the said Cheyenne and Arapahoe Tribes, for the said lands ceded to them by the treaty of 1868, as aforesaid. And the said parties of the second part, are hereby employed as attorneys, solicitors and counsel, and authorized to prosecute said claim before the proper authorities or courts of the United States, as aforesaid; and do any and every proper thing necessary to be done in order to establish the right of said parties to the said lands, and secure to said parties a just and reasonable compensation therefor.

It is hereby agreed and stipulated that the said parties of the second part, shall be paid by the said parties of the first part, or by the proper authorities of the United States on their behalf, for services as aforesaid, the sum of ten per centum of the proceeds of sales of said lands, when the same shall have been paid for, or the money placed to the credit of said Indians by the United States.

And the said parties of the second part agree that they will be employed and act as attorneys, solicitors and counsel, at and for the compensation as above stated, and will serve and do every proper thing necessary to be done, to the best of their ability, in order to establish the right of the said parties of the first part to said lands, and secure for them a just and reasonable compensation for the same.

The basis of said claim is the said treaty of 1867, and the source of money, if any should be collected, will be the lands mentioned.

The disposition of the money will be such as may be determined by the proper authorities of the United States, and the said Cheyenne and Arapahoe Tribes.

This contract shall be and remain in force five years from the date thereof.

IN TESTIMONY WHEREOF, we, the undersigned, have hereunto set our names this 23d day of May, 1889.

	LITTLE CHIEF,	His X mark,
	CLOUD CHIEF,	His X mark,
<i>Witnesses :</i>	CUT NOSE,	His X mark,
GEO. S. CHASE,	STARVING ELK,	His X mark,
HARRY G. WILSON,	WOLF FACE,	His X mark,
HENRY C. LINN.	LITTLE BEAR,	His X mark,
	WOLF ROBE,	His X mark,
	LEONARD TYLER,	
<i>Interpreters :</i>	LEFT HAND,	His X mark,
GEO. BENT,	ROW OF LODGES,	His X mark,
ROBERT H. BURNS,	WHITE-EYED ANTELOPE,	His X mark,
JACK BULL BEAR.	HEAP OF BEARS,	His X mark.

JOHN D. MILES,
SAMUEL J. CRAWFORD.

ST. LOUIS, MO., May 29, 1889.

We, John D. Miles, Attorney-at-Law, of Lawrence, Kansas, and Samuel J. Crawford, Attorney-at-Law, of Topeka Kansas, for value received, hereby assign, transfer and set over to Matthew G. Reynolds, Attorney-at-Law, 404 Market street, St. Louis, Missouri, a one-third interest in the attorneys' fee and all our rights as provided in the within contract as fully as if he had been an original party to said contract.

JOHN D. MILES,
SAMUEL J. CRAWFORD.

AN ACT TO PROVIDE FOR THE APPOINTMENT OF DELEGATES, AND THE
EMPLOYMENT OF ATTORNEYS TO REPRESENT THE CHEYENNE AND
ARAPAHOE TRIBES OF INDIANS AND FOR OTHER PURPOSES.

WHEREAS, by treaty between the United States and the Cheyenne and Arapahoe Tribes, concluded Oct. 28th, 1867, ratified July 25th, 1868, and proclaimed August 19th, 1868, it was and is provided as follows: "Article II. The United States agrees, that the following district of country, to-wit: commencing at the point where the Arkansas River crosses the 37th parallel of north latitude, thence west on said parallel, the said line being the southern boundary of the State of Kansas, to the Cimarrone River (sometimes called the Red Fork of the Arkansas River), thence down said Cimarrone River, in the middle of the main channel thereof, to the Arkansas River; thence up the Arkansas River, in the middle of the main channel thereof, to the place of beginning, shall be and the same is hereby set apart for the absolute and undisturbed use and occupation of the Indians herein named, and for such other friendly tribes or individual Indians as from time to time they may be willing, with the consent of the United States, to admit among them; and the United States now solemnly agrees that no persons except those herein authorized so to do, and except such officers, agents and employes of the Government as may be

authorized to enter upon Indian reservations in discharge of duties enjoined by law, shall ever be permitted to pass over, settle upon, or reside in the territory described in this article, or in such territory as may be added to this reservation for the use of said Indians; ”

AND WHEREAS, the United States now desire to negotiate with the rightful owners of said lands, for the purchase of the same,

AND WHEREAS, It has been asserted and is generally believed, that the Cherokee Nation claims to own said lands by title in fee, and demands the right to lease or dispose of the same, and receive pay therefor, and

WHEREAS, the said lands belong to the Cheyenne and Arapahoe Tribes of Indians, as shown by said treaty above quoted, and

WHEREAS, it is the desire of the Cheyenne and Arapahoe Tribes to establish their right to the said lands and dispose of the same, to the United States, for a valuable consideration, to the end that they may provide for the support, education and maintenance of their people;

NOW THEREFORE, Be it enacted by the Cheyenne and Arapahoe Tribes of Indians in Council assembled, May 21, 1889,

That Little Chief, Cloud Chief, Cut Nose, Starving Elk, Wolf Face, Leonard Tyler, Little Bear, and Wolf Robe, Cheyennes, and Left Hand, Row of Lodges, White-Eyed Antelope, and Heap of Bears, Arapahoes, be and they are hereby appointed as Delegates to represent the said Cheyenne and Arapahoe Tribes, before the Executive Departments of the Government, or before Commissioners of the United States, with authority to negotiate for the sale and disposition of said lands, and also to do and perform any and every proper thing necessary to be done, to secure to said tribes a full recognition of their right to said lands, and a just compensation for the same.

The said Delegates are also hereby authorized and empowered to employ an Attorney or Attorneys with full power to present and prosecute said claim before the proper Departments of the United States Government, or the Courts thereof, or Committees of Congress, or Commissioners duly appointed, or any or all, as may be necessary, and assist in establishing the right of said tribes in and to said land, and also in securing from the United States a reasonable price therefor, said price to be approved and ratified by the Council of said Tribes. The compensation for services of said Attorney or Attorneys, so to be employed, shall not exceed ten per centum of the amount secured to said tribes, on account of the sale of said lands or other moneys received.

This Act shall take effect and be in force from and after its passage.

I hereby certify, that the foregoing act was passed by the Council this 21st day of May, A. D. 1889.

LEONARD TYLER.

Secretary.

Attest.

GEO. BENT,
ROBERT H. BURNS, }
JACK BULL BEAR, } *Interpreters.*

Approved.

LEFT HAND, His X mark.
President.

LITTLE CHIEF, His X mark.
Vice-President.

I certify that the foregoing resolutions and enactments of the Cheyenne and Arapahoe Tribes of Indians were duly declared and enacted in my presence in a full and duly represented majority of the said Tribes, and was free and voluntary upon their part.

CHEYENNE AND ARAPAHOE AGENCY,
INDIAN TERRITORY, *May 21st, 1889.*

CHARLES F. ASHLEY.
U. S. Indian Agent.

OKLAHOMA CITY, INDIAN TERRITORY, ss.;

I, Cassius G. Foster, United States District Judge for the District of Kansas, hereby certify, officially, that the foregoing contract was executed at Oklahoma City, in the Indian Territory, on the 23d day of May, 1889, and that the same was executed in my presence, and that the interested parties, as stated to me at the time, were the Cheyenne and Arapahoe Tribes of Indians, on the one part, and John D. Miles and Samuel J. Crawford on the other part; the parties present, making the same, on behalf of, and representing the said Cheyenne and Arapahoe Indians, were as follows:—

On behalf of the Cheyennes,

LITTLE CHIEF,
CUT NOSE,
WOLF FACE,
LITTLE BEAR,

CLOUD CHIEF,
STARVING ELK,
LEONARD TYLER,
WOLF ROBE;

On behalf of the Arapahoes,

LEFT HAND,
WHITE-EYED ANTELOPE,

ROW OF LODGES,
HEAP OF BEARS,

Delegates duly appointed at a National Council of the Cheyenne and Arapahoe Tribes, held at Darlington, on the twenty-first day of May, 1889, with full authority to make said contract for said tribes, a copy of which is hereto attached and made a part of said contract; and on behalf of the other parties, said John D. Miles and Samuel J. Crawford were personally present and acted for themselves.

IN WITNESS WHEREOF, I have hereunto set my hand this 23d day of May, 1889.

Attest:
J. C. WILSON, *Clerk.*

CASSIUS G. FOSTER,
Judge.

ST. LOUIS, Mo., May 29, 1889.

For and in consideration of one dollar, the receipt of which is hereby acknowledged, and in consideration of services rendered and hereafter to be rendered, as attorney, solicitor and counsel, on behalf of the Cheyenne and Arapahoe Tribes of Indians, in the within mentioned case, we, the undersigned, hereby assign, transfer and set over to Matthew G. Reynolds, of St. Louis, Missouri, a one-third interest in the attorneys' fee as herein provided and the rights under said contract as fully as if he had been an original party to said contract.

JOHN D. MILES, [SEAL.]
SAMUEL J. CRAWFORD. [SEAL.]

SECOND CONTRACT.

THIS MEMORANDUM OF AN AGREEMENT, made and entered into this 20th day of August, A. D. 1889, at Arkansas City, Kansas Territory, by and between the Cheyenne and Arapahoe Tribes of Indians in the Indian Territory, parties of the first part, by Little Chief, Cloud Chief, Cut Nose, Starving Elk, Wolf Face, Leonard Tyler, Little Bear, and Wolf Robe, Cheyennes; and Left Hand, Row of Lodges, White-Eyed Antelope, and Heap of Bears, Arapahoese, delegates duly appointed in that behalf, and Samuel J. Crawford, of Topeka, Kansas; M. J. Reynolds, of St. Louis, Missouri; John B. Miles, of Lawrence, Kansas, and D. B. Dyer, of Kansas City, Missouri, parties of the second part :

WITNESSETH: THAT WHEREAS, * *by treaty concluded October 14, 1865, the said Cheyenne and Arapahoe Tribes ceded, and relinquished to the United States, the tract of country described as follows: "Beginning at the junction of the north and south forks of the Platte River; thence up the north fork to the top of the principal range of the Rocky Mountains, or to the Red Buttes; thence southwardly along the summit of the Rocky Mountains to the headwaters of the Arkansas River; thence down the Arkansas River to the Cimarrone crossing of the same; thence to the place of beginning;" and in consideration thereof received a reservation described as follows: "Commencing at the mouth of Red Creek or Red Fork of the Arkansas River; thence up said creek or fork to its source; thence westwardly to a point on the Cimarrone River, opposite the mouth of Buffalo Creek; thence due north to the Arkansas River; thence down the same to the beginning;" and*

WHEREAS, by treaty between the United States and the said Cheyenne and Arapahoe Tribes, concluded October 28, 1867 it was agreed and stipulated as follows:—

"Article II. The United States agrees that the following district of country, to wit: commencing at the point where the Arkansas River crosses the 37th parallel of north latitude, thence west on said parallel, the said line being the southern boundary of the State of Kansas, to the Cimarrone River (sometimes called the Red Fork of the Arkansas River), thence down said Cimarrone River in the middle of the main channel thereof to the Arkansas River; thence up the Arkansas River, in the middle of the channel thereof, to the place of beginning, shall be, and the same is hereby set apart for the absolute and undisturbed use and occupation of the Indians herein named, and for such other friendly tribes or individual Indians as from time to time they may be willing, with the consent of the United States, to admit among them; and the United States now solemnly agrees that no persons except those herein authorized so to do, and except such officers, agents, and employés of the Government as may be authorized to enter upon Indian reservations in discharge of duties enjoined by law, shall ever be permitted to pass over, settle upon, or reside in the territory described in this article, or in such territory as may be added to this reservation for the use of said Indians."

* Italics show variations from the first contract.

WHEREAS, the said Cheyenne and Arapahoe Tribes, in consideration of said cession of lands to them, did by said treaty relinquish all right, title, and interest in and to all other lands, which had previously been set apart to them, by treaty or otherwise; and

WHEREAS, the said Cheyenne and Arapahoe tribes have never sold, conveyed, released, or otherwise disposed of said lands, or any part thereof, so set apart and conveyed to them by the said treaty of 1867; and

WHEREAS, as we, the said Cheyenne and Arapahoe Tribes, are informed and believe, it is now the intent and purpose of the proper authorities of the United States to purchase said lands from the rightful owners thereof, with the view of opening the same to settlement; and

WHEREAS, an adverse claim has been set up for said land by the Cherokee Nation:

NOW, THEREFORE, the said Cheyenne and Arapahoe Tribes, parties of the first part by Little Chief, Cloud Chief, Cut Nose, Starving Elk, Wolf Face, Leonard Tyler, Little Bear, and Wolf Robe, Cheyennes, and Left Hand, Row of Lodges, White-Eyed Antelope, and Heap of Bears, Arapahoes, delegates duly appointed, do hereby covenant and agree with the said Samuel J. Crawford, N. J. Reynolds, John D. Miles, and D. B. Dyer, parties of the second part, to employ them as attorneys, solicitors, and counsel, to present and prosecute to final decision, in the proper executive departments of the United States Government, or in any of the courts thereof, or before committees of Congress, or Commissioners of the United States, the claim of the said Cheyenne and Arapahoe Tribes, for the said lands ceded to them by the treaty of 1868, as aforesaid. *And also to prosecute any and all other claims of the said tribes arising from or flowing from, or growing out of the cession, relinquishment, sale, or other disposition of any or all lands, now or heretofore belonging to said tribes; and also the claim of said tribes for just compensation for all surplus lands embraced in the reservation set apart to said tribes by executive order of date of August 10, 1869, and also the claim of said tribes for moneys had and received by the Cherokee Nation, on account of the leasing of said Nation of lands which belonged to the said Cheyennes and Arapahoes.**

And the said parties of the second part are hereby employed as attorneys, solicitors, and counsel, and authorized to prosecute said claims before the

* Possibly it is the purpose of these attorneys to commence proceedings somewhere to recover this money from the Cherokees, but nothing is known of any suit to this end, nor have they made, so far as known, any plea before the Committees who have under consideration the bill to ratify the agreement with the Cherokees which recognizes their full right to this land, that the rights of their clients should be respected. Nor is it known that by bill introduced or otherwise they are making an effort to recover their equities in the lands described in the treaty of 1865. Having persuaded them to take a price for the surplus of the Executive Order Reservation they now rest in quiet enjoyment of their boodle.

proper authorities or courts of the United States, as aforesaid; and do any and every proper thing necessary to be done in order to establish the right of said parties in the premises, and secure to said parties a just and reasonable compensation *for their surplus lands*.

It is hereby agreed and stipulated by and between the parties hereto that the said Samuel J. Crawford, M. J. Reynolds, John D. Miles, and D. B. Dyer, parties of the second part, or their assigns, shall be paid by the parties of the first part, or by the proper authorities of the United States on their behalf, for services as aforesaid, *as follows: eight per centum on all sums secured to or recovered for said tribes amounting to \$500,000 or less; four per cent. on all sums over \$500,000 and less than \$1,000,000; provided, that the aggregate amount of the fee or compensation for services as aforesaid shall not exceed the sum of \$120,000.*

And the said parties of the second part agree that they will be employed and act as attorneys, solicitors, and counsel, at and for the compensation as above stated, and will serve and do every proper thing necessary to be done, to the best of their ability, in order to establish the rights of said parties of the first part to said lands, and secure for them just and reasonable compensation for the same.

The basis of said claim is the said treaty of 1867, and the source of money if any should be collected, will be the lands mentioned.

The disposition of the money will be such as may be determined by the proper authorities of the United States, and the said Cheyenne and Arapahoe Tribes.

This contract shall be and remain in force five years from the date thereof.

IN TESTIMONY WHEREOF, we, the undersigned, have hereunto set our names this 20th day of August, 1889.

Signed in behalf of the Indians by

Little Chief, Cloud Chief, Cut Nose, Starving Elk, Wolf Face, Little Bear, Wolf Robe, Leonard Tyler,* Left Hand, Row of Lodges, White-Eyed Antelope, Heap of Bears, and by the contractors, Messrs. Crawford, Reynolds, Miles, and Dyer, duly attested, and the interpreters, George and Jesse Bent.

The contract was duly signed by the consenting parties at Arkansas City, Kansas, on the 20th day of August, 1889, excepting Crawford and Reynolds, who signed at later date at Topeka, and St. Louis respectively.

AN ACT TO PROVIDE FOR THE APPOINTMENT OF DELEGATES, AND THE EMPLOYMENT OF COUNSEL TO REPRESENT THE CHEYENNE AND ARAPAHOE TRIBES OF INDIANS, AND FOR OTHER PURPOSES.

WHEREAS, *by treaty concluded October 14, 1865, we, the Cheyenne and Arapahoe Tribes of Indians, ceded and relinquished to the United States all right, title, and interest in and to the tract of country described as follows:*

(See description in memorandum of Agreement)

and in exchange for said lands received a reservation described as follows:

(See description as above in memorandum of Agreement)

* Tyler was not a chief.

AND WHEREAS, by treaty between the United States and the Cheyenne and Arapahoe Tribes, concluded October 18, 1867, it was provided as follows: (See description in memorandum of Agreement)

AND WHEREAS, the United States now desire to negotiate with the rightful owners of said lands, for the purchase of the same,

AND WHEREAS, it has been asserted and is generally believed, that the Cherokee Nation claims to own said lands by title in fee, and demands the right to lease or dispose of the same, and receive pay therefor; and

WHEREAS, the said lands belong to the Cheyenne and Arapahoe Tribes of Indians, as shown by said treaty above quoted; and

WHEREAS, it is the desire of the Cheyenne and Arapahoe Tribes to establish their right to the said lands and dispose of the same to the United States, for a valuable consideration, to the end that they may provide for the support, education, and maintenance of their people; and

WHEREAS, *it is the desire of said Cheyenne and Arapahoe Tribes to establish their rights to the lands embraced in the Reservation they now occupy under executive order, and the justice of their claim to pay for all surplus lands therein, in case the United States at any time may wish to open said lands to settlement, or otherwise dispose of them. It is the desire of said tribes to prosecute a claim against the Cherokee Nation for money had and received on account of leasing certain lands on the Cherokee Outlet which were ceded to said tribes by the treaty of 1867, as aforesaid.*

It is also the purpose and desire of said Cheyenne and Arapahoe Tribes to assert and demand pay for the lands ceded and relinquished to the United States by the treaties of 1865 and 1867, above quoted, in case the United States neglects or fails to recognize the rights of said tribes in and to the lands ceded to them by the treaty of 1867.

NOW, THEREFORE, Be it enacted by the Cheyenne and Arapahoe Tribes of Indians in council assembled, August 20, 1889:—

That Little Chief, Cloud Chief, Cut Nose, Starving Elk, Wolf Face, Leonard Tyler, Little Bear, and Wolf Robe, Cheyennes, and Left Hand, Row of Lodges, White-Eyed Antelope, and Heap of Bears, Arapahoes,

Be and they are hereby appointed as delegates to represent the said Cheyenne and Arapahoe Tribes before the executive departments of the Government, or before Commissioners of the United States, with authority to negotiate for the sale and disposition of said lands, and also to do and perform any and every proper thing necessary to be done to secure to said tribes a full recognition of their rights to said lands, and a just compensation for the same.

The said delegates are also hereby authorized and empowered to employ an attorney or attorneys with full power to present and prosecute said claim before the proper departments of the United States Government, or the courts thereof, or committees of Congress, or Commissioners duly appointed, or any or all, as may be necessary, and assist in establishing the right of said tribes in and to said land, and also in securing from the United States a reasonable price therefor, said price to be approved and ratified by the Council of said tribes. The

*Not reliable. It was he who introduced
the payote among the Northern Cheyenne.
I met him in Lone Deer just a few
days after he had come in 1899.* R. P. Little

compensation for services of said attorney or attorneys, so to be employed, shall not exceed ten per centum of the amount secured to said tribes, on account of the sale of said lands, *or other moneys secured.*

This act shall take effect and be in force from and after its passage :

I hereby certify that the foregoing act was passed by the Council this 20th day of August, A.D. 1889.

LEONARD TYLER,
Secretary.

Approved.

LEFT HAND, His X mark,
President.

LITTLE CHIEF, His X mark,
V. President.

Attest:

GEO. BENT,
ROBERT H. BURNS,* } *Interpreters.*
JESSE BENT,

I certify that the foregoing resolutions and enactments of the Cheyenne and Arapahoe Tribes of Indians were duly declared and enacted in my presence in a full and duly represented majority of the said tribes, and was free and voluntary upon their part.

CHEYENNE AND ARAPAHOE AGENCY,
INDIAN TERRITORY, August 20, 1889.

CHARLES F. ASHLEY,
U. S. Indian Agent.

Approved by the Honorable Secretary of the Interior, and Honorable Committee of Indian Affairs.

* Burns says that no such Council was ever held appointing these delegates, When shown his signature he acknowledged that it was his, but did not know that he had signed it to this purported report of transactions of Council : said he was asked to sign as certifying that he acted as interpreter at Oklahoma City.

LIST OF OFFICERS FOR THE YEAR 1893

PRESIDENT,

PHILIP C. GARRETT.

VICE-PRESIDENT,

DR. JAMES E. RHOADS.

TREASURER,

E. Y. HARTSHORNE.

CORRESPONDING SECRETARY,

HERBERT WELSH.

RECORDING SECRETARY,

A. B. WEIMER.

EXECUTIVE COMMITTEE,

CLEMENT M. BIDDLE,	N. DUBOIS MILLER,
C. C. BINNEY,	CHARLES E. PANCOAST,
F. HAZEN COPE,	HENRY S. PANCOAST,
W. W. FRAZIER, JR.,	J. RODMAN PAUL,
PHILIP C. GARRETT,	DR. JAMES E. RHOADS,
REV. J. ANDREWS HARRIS, D. D.,	REV. H. L. WAYLAND, D. D.,
E. Y. HARTSHORNE,	A. B. WEIMER,
DR. HENRY HARTSHORNE,	HERBERT WELSH,
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